THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, FEBRUARY 10, 2026 12:40 PM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301
PART II

AGENDA FOR REGULAR SCHOOL BOARD MEETING

REGULAR SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Regular School Board Meeting will be accessible virtually. **Public Written Agenda Comments - Members of the public may submit public written comments by selecting the eComments tab at the following District webpage: https://www.browardschools.com/Page/55263. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

MINUTES FOR APPROVAL

ADDED / CHANGED ITEMS

CLOSE AGENDA

SPEAKERS

***** CONSENT AGENDA *****

AGENDA COMMENTS

ITEMS

Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

A. ACADEMICS (CONSENT)

B. BOARD MEMBERS (CONSENT)

B-1. Secure the Next Generation Referendum Renewal Audit Report Recommendations
ADDED / SPECIAL ORDER - 2:00 P.M.
Approve and direct the Superintendent of Schools to implement the recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. (Cervera)

The office of the Superintendent, Chief of Staff received a request from District 3 Board Member Sarah Leonardi and District 9 (At Large) Board Member Debra Hixon to co-sponsor this agenda item.

Executive Summary.pdf
Audit Report.pdf

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

O. OPERATIONS (CONSENT)

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

COMMITTEE REPORTS

(Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs

Broward Education Foundation
Employee Unions/Groups
Parent Teacher Organization (PTOs)

SUPERINTENDENT'S REPORT

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

BB. BOARD MEMBERS (OPEN)

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

CC-1. Final Order on Broward County School Board vs. Rhonda Daniels
SPECIAL ORDER - 1:00 P.M.
Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No.24-4894TTS, before the State of Florida Division of Administrative Hearings. District 1

Executive Summary.pdf
Proposed Final Order.pdf

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

GG. GENERAL COUNSEL (OPEN)

JJ. CAPITAL PROGRAMS (OPEN)

JJ-2. Change Order #8 - Blanche Ely HS, P.001646
Approve Change Order #8 in the amount of $264,227. District 7

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-3. Change Order #10 - Ramblewood ES, P.001725
Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99. District 4

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf

Collaboration Form.pdf

JJ-4. Change Order #21 - McArthur HS, P.001954
Approve Change Order #21 in the amount of $114,898.92. District 1

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-5. Change Order #22 - South Broward HS, P.001838
Approve Change Order #22 granting 295 additional calendar days. District 1

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-6. Change Order #35 - Nova HS, P.001817
Approve Change Order #35 in the amount of $130,267.61. District 6

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-7. Request to Transfer and Reallocate Project Funds - McArthur HS, P.001954
Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School. District 1

Executive Summary.pdf
Itemized Furniture List.pdf
ADEFP.pdf
Collaboration Form.pdf

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

OO. OPERATIONS (OPEN)

OO-1. FY20-121 – Guaranteed Energy Performance Contracting Services
This is a companion item to RR-1.
REVISED
Approve the Fourth Amendment to the Agreement between the School Board of

Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Fourth Amendment.pdf
Memo to Revise.pdf

OO-2. FY21-138 - Program Manager – Cost and Program Controls
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Third Amendment.pdf
Evaluation.pdf

OO-3. FY21-192 - Cloud Benefits Management Solution (Licenses)
Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Second Amendment.pdf
Evaluation.pdf

OO-5. ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping
Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf
Evaluation.pdf

OO-6. RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)
Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

First Amendments-2_ONLINE.pdf
Second Amendment.pdf
Renewal Letters-3.pdf
Evaluations-3.pdf

OO-7. AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT)
ADDED
Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

PP. POLICIES (OPEN)

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 26-126 - Energy Lease Purchase Financing #5
This is a companion item to OO-1.
Adopt Resolution No. 26-126 - Energy Lease Purchase Financing #5; District-wide

Executive Summary.pdf
Resolution 26-126.pdf
Forms of Exhibits A-D.pdf

RR-6. Resolution #26-131 in Support of Hands-Free Wireless Communication Device
ADDED
Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving. (Cervera)

Executive Summary.pdf
Resolution 26-131.pdf

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

SPEAKERS

4:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 4 p.m. or immediately following the meeting, whichever is earliest.)

BOARD MEMBER DISCUSSION(S)

CLOSED DOOR - None scheduled for this meeting.

ATTORNEY CLIENT SESSION(S) - None scheduled for this meeting.

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 6

Agenda Item Number:	B-1.
Consent or Open Item:	Consent
Special Order:	YES
Time for Special Order:	2:00 PM

TITLE:

Secure the Next Generation Referendum Renewal Audit Report Recommendations ADDED / SPECIAL ORDER - 2:00 P.M.

REQUESTED ACTION:

Approve and direct the Superintendent of Schools to implement the recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. (Cervera)

The office of the Superintendent, Chief of Staff received a request from District 3 Board Member Sarah Leonardi and District 9 (At Large) Board Member Debra Hixon to co-sponsor this agenda item.

RATIONALE:

For the Requested Actions, Background History, Alignments to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Audit Report

FINANCIAL IMPACT:

Financial impact is dependent upon the Superintendent's implementation approach, scope, and operational strategies related to the audit recommendations.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communications
Phone: 754-321-2616

EXECUTIVE SUMMARY

Secure the Next Generation Referendum Renewal Audit Report Recommendations

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Board Meeting Date: February 10, 2026

Requested Action: Approve and direct the Superintendent of Schools to implement the Recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report.

School Board Policy Requirement/Authority: SBBC Policy 1003 Follow-Up on Audit Recommendations

Statutory Requirement/Authority: Section 1011.73, Florida Statutes, District millage elections; and Section 101.161 Florida Statutes, Referenda; ballots

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": The School Board of Broward County, Florida (SBBC) will approve the Superintendent of Schools to implement the Recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report.
- If the School Board votes "No": The Superintendent will not be authorized to implement the Recommendations outlined in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. The District may continue to experience operational challenges related to clarity, consistency, documentation, and administration of the referendum absent further SBBC direction.

Background/History
The 2018 *Secure the Next Generation* referendum provided salary supplements to certain SBBC employee groups, but excluded administrators and several non-instructional roles. During development of the 2022 referendum renewal, District staff, with SBBC approval, drafted ballot language intended to allow flexibility by including additional employee groups. Public discussions raised

questions about the clarity and equity of the allocation framework, particularly regarding potential inclusion of administrative staff. Because SBBC did not establish specific salary or position-based eligibility criteria, uncertainty remained regarding intended recipients. Following direction from SBBC on January 6, 2026, the Office of the Chief Auditor reviewed the development and implementation processes and found that broad ballot language and the absence of defined eligibility criteria led to differing interpretations, along with communication and documentation challenges related to eligibility changes.

Alignment to 2027 Goals and Guardrails: Guardrail 4: Accountability

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status: Any potential financial impact is dependent upon the Superintendent's implementation approach, scope, and operational strategies related to the Audit Recommendations.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A				
First Amendment/Renewal – additional spending authority	N/A				
Second Amendment/Renewal – additional spending authority	N/A				
Total Agreement Amount	N/A	—	—		

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: Audit Report - Secure the Next Generation Referendum Renewal

AUDIT REPORT

Review
of
Secure the Next Generation
Referendum Renewal



To be presented to the:

The School Board of Broward County, Florida on
February 3, 2026

By

The Office of the Chief Auditor

Office of the Chief Auditor
Dave Rhodes, Chief Auditor
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The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 3, 2026

Review of Secure the Next Generation Referendum Renewal

At the Special School Board Meeting on January 6, 2026, the School Board of Broward County, Florida ("SBBC") directed the Office of the Chief Auditor ("OCA") to investigate the circumstances under which an item was presented contrary to board direction. In response, the OCA initiated an internal examination of the processes BCPS used to develop the "Secure the Next Generation Referendum Renewal." This included a review of the ballot language, an assessment of the SBBC's directives, and an evaluation of the steps staff took to implement the referendum-funded supplements through the board approved allocation measures, consistent with the board's longstanding expectation for transparency and fidelity in all processes.

To conduct this work, the OCA reviewed board meeting items and agendas, video recordings of board meetings and workshops, board motions, meeting minutes, email correspondence, salary band schedules, applicable governance, publicly available records, employee human resource data, and other supporting documents. The OCA also interviewed several current Broward County Public Schools ("BCPS") employees involved at various stages of the process, as well as former school board members who served during the period when the 2023 and 2024 referendum-funded allocations were determined and approved, to obtain additional context and insight.

The 2018 "Secure the Next Generation" referendum funded salary supplements for several BCPS employee groups, including teachers and eligible staff with instructional or supportive roles. School-based and district-level administrators, non-instructional staff, food and nutrition service workers, maintenance personnel, security staff, transportation employees, and facilities employees did not receive referendum supplements.

In the early development of the 2022 "Secure the Next Generation Referendum Renewal," and with SBBC approval, BCPS staff sought to craft ballot language that would provide the board members with flexibility to include additional employee groups. During public meetings, several board members and community speakers raised concerns about the clarity and equity of the proposed allocation structure, emphasizing the need to reassess the supplement framework and evaluate whether benefits should extend to administrative staff, particularly

principals and assistant principals, who SBBC excluded from the 2018 referendum. However, because the SBBC did not define salary eligibility thresholds (dollar-based) or position specific criteria, uncertainty persisted regarding which employees were intended to receive referendum-funded supplements.

The 2022 ballot language relied on non-specific terminology, creating potential ambiguity, especially in the use of the phrase "…teachers **and staff**," (Emphasis added) which was not clarified through SBBC-defined specific eligibility criteria. Such criteria may have established expectations such as a salary eligibility ceiling (e.g., restricting supplements to employees earning $100,000 or less), job classifications, or defined positions based on roles and responsibilities for staff they intended to receive referendum-funded supplements.

This lack of defined eligibility criteria facilitated an opportunity for expansion of referendum supplement eligibility beyond the employee groups originally contemplated, which included all collective bargaining employees and the three Meet and Confer groups: the Broward Principals and Assistants Association ("BPAA"), the Confidential Office Personnel Association ("COPA"), and the Educational Support and Management Association of Broward, Inc. ("ESMAB"). Despite this broader interpretation, the SBBC approved referendum-funded supplements only for ESMAB employees in "Pay Band D and below" for the 2023–2024 year, expressly excluding employees in Salary Band Level E and higher.

To gain additional context regarding the board members' understanding and intent, the OCA interviewed three former school board members. One former member stated that he believed the July 30, 2024, allocation applied to "everybody." Another reiterated that his prior motions advocating "compensation fairness for all" still reflected his position. A third former board member believed the board's intention for referendum-funded supplements was to provide additional pay primarily for lower-paid employees. She recalled principals receiving additional compensation but at a lower rate and did not recall that higher-level administrators were receiving supplements at the same rate. She also did not recall that the eligibility expansion included employees in Salary Band Level E and above.

Collectively, these perspectives demonstrate that board members held differing interpretations and understanding of whether all employees would be included in the 2024–2025 allocations, underscoring the absence of documented eligibility criteria and a shared understanding among decision makers. The OCA found no evidence that BCPS staff or the Superintendent briefed, advised, or engaged board members to discuss the intended expansion of eligibility to include ESMAB Salary Band Level E and above before the item appeared for public action on July 30, 2024.

The OCA determined that BCPS staff knew they were potentially adding the higher-level administrators to the item being brought forward at the July 30, 2024, Special School Board Meeting for SBBC approval, at least a month before the meeting. The former Chief People Officer ("CPO") submitted Executive Summaries recommending 5.5% referendum-funded supplements for all three Meet and Confer groups for 2024–2025.

The OCA also confirmed that, in preparation for a July 30, 2024 Special School Board Meeting, the former CPO prepared and submitted agenda items that included an Executive Summary and a salary band schedule for ESMAB that did not specify or call out the inclusion of Salary Band Level E and above employees to begin receiving referendum-funded supplemental pay. The salary band schedule contained specific language that was underlined to represent added new information as well as strikethroughs to show language that would be deleted, but "Salary Band D and Below" was not identified for removal or modification, instead it was already eliminated. ESMAB employees in Salary Band Level E and above were never mentioned. None of the employees the OCA interviewed from the Compensation Department ("Compensation"), who finalized the salary band schedules, could identify who made the changes to the schedule or specifically when the removal of "Pay Band Level D and below" language occurred.

The former CPO told the OCA that, in the prior year, the then Superintendent directed him to walk the item around to individual board members to inform them of proposed allocation percentages intended for collectively bargained and Meet and Confer employee groups prior to agenda placement in August 2023. However, this process was not repeated during the subsequent referendum cycle in July 2024. The current Superintendent informed the OCA that he did not recall discussing the inclusion of ESMAB Salary Band Level E and above employees with Cabinet level administrators ("Cabinet")[1] or the former CPO. The Superintendent also stated that he did not recall approving a recommendation to expand eligibility to include Salary Band Level E and above employees in the referendum-funded supplement pay for the 2024–2025 allocations. Moreover, he did not discuss the prior practice of individually briefing board members, explaining that he believed such proactive communication was routine for Human Resources personnel and that staff should have initiated it. The former CPO told the OCA he discussed the change with the Superintendent but did not walk the item around on his own. As a result, no Superintendent directed or staff initiated pre-agenda briefing occurred, even though the eligibility expansion altered which employees would receive referendum-funded supplemental pay.

The BCPS did not have a defined, mandatory briefing process for board members when material changes to supplement eligibility were considered prior to placing items on an SBBC agenda. Relying solely on agenda items is insufficient to ensure board members are adequately informed for effective decision making, particularly when standard document control practices such as tracking changes, providing marked-up versions, identifying modification dates, or attributing changes are not followed.

The OCA did not find the staff's efforts to inform the board members were fully transparent or effective, but the assertion that staff acted in contradiction to the board's direction was not substantiated during the investigation.

[1] The "Cabinet" is currently composed of senior level administrators including the Superintendent, General Counsel, Deputy Superintendents, Assistant Superintendents, Regional Superintendents, and Department Chiefs.

RELEVANT GOVERNING AUTHORITY

Florida Statute 1011.73, District millage elections. (4) states "…(b) The district school board *shall provide the wording of the substance of the measure* and the ballot title in the resolution calling for the election. The wording of the ballot must conform to the provisions of s. 101.161." (Emphasis Added)

Florida Statute 101.161 Referenda; ballots. (1) states, "*Whenever a constitutional amendment or other public measure is submitted to the vote of the people, a ballot summary of such amendment or other public measure shall be printed in clear and unambiguous language on the ballot* after the list of candidates, followed by the word 'yes' and also by the word 'no,' and shall be styled in such a manner that a 'yes' vote will indicate approval of the proposal and a 'no' vote will indicate rejection…" (Emphasis Added)

Florida Constitution, Article VII, § 9 (Local taxes) SECTION 9. Local taxes. (a) states, "Counties, school districts, and municipalities shall, and special districts may, be authorized by law to levy ad valorem taxes and may be authorized by general law to levy other taxes, for their respective purposes, except ad valorem taxes on intangible personal property and taxes prohibited by this constitution."

BACKGROUND

Broward County voters initially approved a Secure the Next Generation Referendum on August 28, 2018, authorizing a one-half mill ad valorem levy to enhance funding for school resource officers, hire district school security staff, increase compensation to recruit and retain highly qualified district teachers, and fund other essential instruction-related expenses. As the 2018 ad valorem levy neared its expiration, the SBBC began introducing the potential of pursuing a renewal measure, known as the Secure the Next Generation Referendum Renewal, to continue funding priorities for school safety enhancements, mental health support, increased compensation to recruit and retain teachers and staff, and to continue to provide additional pay for instructional and non-instructional support staff.[2]

On January 5, 2022, the former Director of the Office Legislative Affairs, who serves in a different role within BCPS now, and the then Interim Superintendent (Dr. Vickie Cartwright), provided an update to the SBBC regarding the upcoming referendum renewal. During the presentation, former Director of Legislative Affairs reviewed high-level information about how revenue from the 2018 referendum was allocated and outlined the possible benefits of continuing the referendum at an increased millage rate. As part of the discussion, the Interim Superintendent introduced the idea of extending referendum-funded supplements to additional employee groups should the increased revenue allow for it.

The former Director of Legislative Affairs told the board members that he believed the language, as it existed in 2018, provided flexibility in spending in the prescribed category percentages. He further responded to board member inquiry regarding the 2018 referendum's

[2] The Office of Legislative Affairs (Communications & Legislative Affairs 2022-2023) included this description as part of the Executive Summary presented to the SBBC on March 15, 2022, with Agenda Item Number RR-1 and again on April 26, 2022, with Agenda number Item RR-8.

language and the ability to include other groups by saying it would need to be examined further for the 2022 ballot language. Bob Gang, a consultant from Greenberg Traurig LLP., who assisted the BCPS with the earlier 2018 referendum efforts, and the then Chief Financial Officer also participated in the discussion regarding how the money could be spent and revenue collection. The SBBC agreed to go forward with increasing the millage rate to 1.0 mill, placing the referendum on the August primary ballot, and making the ballot language flexible enough to allow the SBBC to decide how to divide the funds between the various employee groups. Board members also asked staff to provide them with a plan on how BCPS would communicate the referendum information to the community and voters.

As a result, BCPS developed an informational Champion Toolkit (**EXHIBIT 1**) to inform voters and employees that the new Secure the Next Generation Referendum Renewal would "increase voters' investment in education from a half-mill to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers by increasing compensation supplements (Emphasis added)
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health service"

On its public facing webpage, BCPS indicated, among other things, that the additional millage would provide BCPS with the ability to compete with neighboring school districts and to account for new legislation that also required "the District to share nearly 20% of these funds with charter schools." The materials did not make the identities of eligible staff clear.

At a Special School Board Meeting held on April 26, 2022, the SBBC approved Resolution No. 22-114 which was subsequently approved by the Broward County Board of County Commissioners ("BCC"),[3] and led to a renewal question being placed on the August 23, 2022, primary election ballot. The resolution proposed increasing the ad valorem levy from one-half mill to one mill.[4]

Ballot Language

The ballot language for both the 2018 Secure the Next Generation Referendum and the 2022 Secure the Next Generation Referendum Renewal was developed through a multistep process involving BCPS staff, external legal counsel, and formal approval by both the SBBC and the BCC.

The 2018 and 2022 Secure the Next Generation referendum ballots shared a common structure and overarching purpose, but the 2022 renewal ballot reflected an expansion in both scope and application. While both versions authorized a four-year ad valorem levy to fund safety, compensation, and instructional priorities, the 2022 ballot broadened eligibility, doubled the millage rate, and expanded the potential to include additional employee groups and programs.

[3] On June 12, 2018, the BCC approved Resolution No. 2018-20 providing for a referendum election to be held on August 28, 2019.
[4] At a meeting on April 26, 2022, Lisa Maxwell, Executive Director of the BPAA, spoke in support of the referendum and equitable inclusion.

The 2022 Secure the Next Generation Referendum Renewal ballot broadened the group of referendum-funded supplement beneficiaries beyond simply including the "…highly qualified district teachers…" (See **OCA Figure 1** below) The proposed ballot outlined three principal objectives: (i) school resource officers, school safety staff and mental health professionals, (ii) increasing compensation to recruit and retain teachers **and staff,** and (iii) essential instruction-related expenditures to preserve important programs, for the benefit of all traditional public and charter schools for a period of four years. The key differences included the expansion to include "…teachers and staff," (See **OCA Figure 2** below), along with the removal of charter school size thresholds, the inclusion of mental health professionals, and a shift toward funding "all traditional public and charter schools." (Emphasis added)

OCA Figure 1: 2018 Ballot Language

Funding Security and Essential Instruction Related Expenses of Schools through 1/2 Mill Property Tax Levy

Shall The School Board of Broward County levy an ad-valorem operating millage of 1/2 mills annually for fiscal years July 1, 2019 through June 30, 2023, to (i) enhance funding for school resource officers, including individual charter schools with more than 900 students, (ii) hire district school security staff, (iii) increase compensation to recruit and retain highly qualified district teachers and (iv) fund other essential instruction related expenses preserving important programs in district schools?

_____ Yes _____ No

Florida Statute § 101.161(1) requires that ballot summaries be printed in clear and unambiguous language. The ballot language for the 2022 referendum appeared to meet this requirement. Although the ballot wording itself was not necessarily ambiguous, the generality of the term "staff," coupled with the change from BCPS prior practice, may have caused confusion among voters, board members, and employees, not involved in the process, regarding which employee categories would receive referendum supplements.

OCA Figure 2: 2022 Ballot Language (Highlight Added)

Funding School Safety and Essential Educational Related Expenditures through a One Mill Property Tax Levy

Shall The School Board of Broward County levy an ad valorem property tax of one mill annually for fiscal years July 1, 2023 through June 30, 2027, to provide funding for (i) school resource officers, school safety staff and mental health professionals, (ii) increasing compensation to recruit and retain teachers and staff and (iii) essential instruction related expenditures to preserve important programs, for the benefit of all traditional public and charter schools?

_____ **Yes** _____ **No**

Based on OCA interviews conducted, several witnesses stated that inclusion of the phrase "…and staff" in the ballot language was understood to allow the SBBC the ability to broaden eligibility for referendum-funded supplements to additional BCPS employee groups not covered under the 2018 measure, contingent upon voter approval of the revised item.

Meet and Confer representatives consistently urged BCPS staff and School Board members to consider adding their employee groups for inclusion in the renewed referendum-funded supplement, beginning with the implementation of the original referendum.[5]

After voters approved the ballot referendum on August 23, 2022, the SBBC directed BCPS staff to develop and present supplement allocation options for the referendum funds. During this investigation, however, BCPS staff did not provide the OCA with tangible records or testimony documenting details of the decision making process. Furthermore, staff did not identify any individual or Cabinet member as having initiated or led the Cabinet level discussions that shaped the allocation percentages presented to the SBBC on August 29, 2023.

The OCA interviewed the former CPO and former Deputy Superintendent–Chief of Staff ("DSC"), each of whom regularly participated in Cabinet level meetings during the relevant period and helped prepare the agenda items referenced in this report. Both employees told the OCA that the Cabinet discussed concerns about the "optics" of including executive directors and Cabinet level administrators (Salary Band Level E and above) in the referendum-funded supplement allocations. Both staff members told the OCA that the former Deputy Superintendent of Operations ("DSO") played a significant role in shaping the ballot language and in driving the financial analysis that influenced the recommended employee group allocations.[6]

[5] The OCA did not obtain documented details regarding of those discussions. Meet and Confer representatives and Union Leaders made similar comments in open public meetings.
[6] The OCA was unsuccessful in contacting the former Deputy Superintendent of Operations to obtain an interview.

Dr. Peter Licata officially started as BCPS Superintendent on July 11, 2023, when the SBBC unanimously approved his employment agreement, and he immediately assumed the role.

The former CPO, who now serves in a different role for BCPS, told the OCA that he personally walked the respective agenda items regarding the BPAA, COPA, and ESMAB employee groups around to individual board members to discuss the recommended referendum-funded supplement allocation percentages, at the direction of the then Superintendent. Those discussions occurred before the items were included on an SBBC agenda for review.

Special School Board Meeting August 29, 2023

Soon after the Superintendent's appointment, at a Special School Board Meeting on August 29, 2023, the then DSC, who serves in a different role within BCPS now, prepared and submitted added agenda items (HH-1, HH-2, HH-3, HH-4, and HH-5) that included recommendations to approve the adoption of provisions of Memorandums of Understanding ("MOU") and amendments to the salary band schedules for Meet and Confer employee groups reflecting referendum supplements for "eligible" employees, specifically the addition of employees aligned with ESMAB Salary Band Level D and Below.

In each of the accompanying Executive Summaries and proposed salary band schedules submitted for Items 3, 4, and 5, staff originally recommended supplement rates of 3.5% for BPAA, 5.5% for COPA, and 3% for ESMAB, respectively. Board members discussed the alignment of referendum spending categories with the proposed allocations and considered equity across all the employee groups. At the meeting, it was noted that several employee categories were excluded from the prior referendum cycle, prompting additional scrutiny of the recommended percentages.

At the board meeting, some board members inquired about fund balances from the 2018 referendum's 8% mental-health allocation. In response, the former DSO told the board members that BCPS had approximately $9.9 million in rollover unused funds from the prior referendum. Following extensive deliberation, the SBBC unanimously approved increasing BPAA and COPA referendum-funded supplements to 5.5%, and, by a vote of 6–3, approved 5.5% for ESMAB as well.

The ESMAB allocation for referendum-funded supplements only included "Pay Band Level D and below" employees in the group listed as submitted with the corresponding agenda items. Some board members expressed that the amounts of referendum-funded supplements varied despite the percentage equity. They further commented that for some of the higher paid employees, a 5.5% supplement yielded significantly more dollars than those based on a much lower salary. There was also discussion of the ESMAB employees on the upper pay bands that were excluded. Board members also discussed which higher paid employees were being included or excluded. One board member noted that the percentages were already discussed in closed door meetings.

COMPENSATION

The BCPS Compensation Department ("Compensation"), as a part of the Human Resource Division, establishes employee salary pay bands and salary ranges through a formal, districtwide compensation system. This department is responsible for analyzing and evaluating

every job, maintaining official job descriptions, and assigning each position to the appropriate salary band schedule or pay structure. These processes ensure that positions requiring similar responsibilities, skills, and qualifications are compensated consistently and equitably.

Compensation staff told the OCA that all amendments to the salary band schedules were denoted through standard formatting conventions, with underlined text indicating newly added language and strike-through text indicating language removed from the prior versions. Professional Practices/Labor Relations (prev. Employee & Labor Relations) provided Compensation with the changes that were necessary. According to the Compensation Manager, in an email response, dated January 26, 2026, to the OCA, she indicated that, "Salary schedules are provided by Compensation to Labor Relations in Excel format. Following submission, Labor Relations may add, revise, or remove contractual language in accordance with negotiated agreements and Board direction. Final approval of language rests with Labor Relations and the Chief Negotiator."

The Compensation staff interviewed during this investigation told the OCA that staff highlighted the proposed removal of content from salary band schedules by striking through the existing language, while proposed new or modified language was underlined, for administrative review and approval pending SBBC approval. An excerpt from the salary band schedule's language as submitted on August 29, 2023, is provided in **OCA Figure 3** below.

OCA Figure 3: ESMAB Salary Band Schedule 2023-2024
August 29, 2023 Agenda Item 5-Exhibit

Effective July 1, 2022, eligible ESMAB employees shall receive a 4.00% increase. The salary schedule maximum values shall be increased by 4.00% effective July 1, 2022.

For the 2022-2023 school year, ESMAB employees who are in an active status as of the date of Board approval, shall receive a $1,000 one-time payment (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the 2023-2024 school year, eligible employees on Pay Band Level D and below in the Educational Support and Management Associations of Broward Inc. whose effective start date is on or before July 1, 2023, will receive a Referendum Supplement equal to 3.0% of base salary effective July 1st of the 2023-2024 school year. These supplements are FRS eligible.

Newly hired employees after the commencement of the 2023-2024 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

The verbiage included in the 2023-2024 recommended ESMAB Salary Band Schedule showed the additional language that specified "Pay Band D Level and below" employees would receive a referendum-funded supplement equal to 3.0% of base salary effective 2023-2024. It did not indicate specifically which positions or the salaries for those employees that would be excluded, just the salary band that would be included based on the stipulation. The new language was underlined, in accordance with understood procedures used by Compensation (and Employee and Labor Relations) to prepare recommended salary band schedules. At the board meeting, board members approved paying 5.5%, instead of 3.0%, to all three Meet and Confer groups, with ESMAB Pay Band Level D and below included.

Management Issues: Salary Disparities

According to OCA witness accounts, after the board approved the 5.5% referendum-funded supplements in August 2023, Cabinet-level staff and the former CPO were told of situations in which certain cadre directors and/or executive directors were earning less than their subordinates as a result of the updated referendum supplement structure that was allocated to BPAA and ESMAB group employees. The former CPO told the OCA that that discussion began to circulate in Cabinet around May or June of 2024. At that point, further discussions arose that giving increases to executive directors would create the same problem with the chief executives. According to the former CPO, the DSO started to change her thinking about expanding the allocation to the administrators above Salary Band Level D.

In an email, dated January 29, 2026, the Interim General Counsel for the Office of General Counsel, since January 10, 2026, informed the OCA that she did not provide any opinion at any stage regarding staffing models, compensation capacity, or personnel-related funding. Additionally, she did not provide any legal guidance concerning the inclusion of "staff," Meet and Confer groups, salary schedule revisions, adjustments to BPAA or D-band and below structures, or any future compensation commitments tied to referendum funding. In addition, the office did not have any record of a written legal opinion from the prior General Counsel on these matters.

Dr. Peter Licata resigned in April 2024. Following his resignation, Deputy Superintendent Dr. Howard Hepburn was named his replacement (initially as interim Superintendent) on April 16, 2024.[7] Dr. Hepburn informed the OCA that he unexpectedly received a referendum-funded supplement while serving as Deputy Superintendent. Upon realizing the payment was issued to him, he returned the funds and declined to accept any referendum-funded supplement payments going forward, stating that he did not believe he should be included.

Referendum Change Preparation for 2024-2025

On July 1, 2024, in an email, the former CPO requested that the Compensation Manager prepare updated numbers needed for a closed-door meeting on the 23rd (July), for ESMAB Salary Band Level "E and above and executive…and compute what the referendum will cost with 5.5%." (**EXHIBIT 2**)

A brief time later, on July 15, 2024, the former CPO sent another email that asked the Compensation Manager for the updated information and indicated the information was also needed for a discussion with Superintendent Dr. Hepburn. (**EXHIBIT 3**)

On July 23, 2024, the agenda for closed door meeting referred to Topic #2 "2024-2025 Referendum" and "Recommendation #1: Keep Supplements, Safety, Mental Health percentages the same." Neither the Superintendent nor the former CPO could recall whether any matters involving the Meet and Confer employee group(s) came up in closed-door discussion. None of the Referendum Planning Referendum Summary Detail, prepared by Compensation, was included in the records provided to the OCA. The BCPS Human Resource

[7] BCPS initially hired Dr. Hepburn as the Deputy Superintendent, Teaching & Learning, on August 1, 2023.

Division's staff and former CFO staff communicated, modeled, analyzed, and prepared an Executive Summary and accompanying ESMAB salary band schedules prior to the former CPO submitting the requisite agenda documents to the SBBC on July 30, 2024, for consideration.

Special School Board Meeting July 30, 2024

At the Special School Board Meeting on June 30, 2024, the former CPO prepared and submitted agenda items HH-3, HH-4, and HH-5, which recommended approval of the referendum-funded supplement allocations for the 2024–2025 school year and the corresponding salary band schedules. These items reflected 5.5% referendum-funded supplements applied to the base salaries of employees in all three Meet and Confer groups: BPAA, ESMAB, and COPA. In each of the accompanying Executive Summaries and recommended salary band schedules submitted for Items HH-3, HH-4, and HH-5, staff originally recommended referendum-funded supplement rates of 5.5% for all groups, continuing the percentage level previously approved by the board. There was no reference to including the remaining employees from the ESMAB Salary Band Level E and above.

The recommended 2024-2025 ESMAB Salary Band schedule showed the 5.5% referendum allocation that the board approved, a year prior, at the Special School Board Meeting held on August 29, 2023. However, there was no additional modifications highlighted via a strikethrough or in any other form to indicate the recommended removal of "Pay Band Level D and below" language effective 2024-2025. The reference was just removed. No new underlined language, other than the updated year, was included in the document. Nothing showed that all BCPS employees, including those in Pay Band E and above, were going to receive the referendum-funded supplement in 2024-2025. An excerpt from the ESMAB Salary Band Schedulesalary band schedule prepared and submitted for the Special School Board Meeting July 30, 2024, is provided in **OCA Figure 4** below.

OCA Figure 4: ESMAB Salary Band Schedule 2024-2025
July 30, 2024 Agenda Item 4-Exhibit

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the ~~2023-2024~~ 2024-2025 school year, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1, ~~2023~~ 2024, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the ~~2023-2024~~ 2024-2025 school year. The supplement is FRS eligible.

Newly hired employees after the commencement of the ~~2023-2024~~ 2024-2025 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

At the meeting, the former CFO confirmed that the referendum produced more than was expected based on property taxes. A motion was subsequently made to make sure that all employee groups had at least 5.5% through the referendum as the superintendent brings forward a budget each year. A substitute board member motion was subsequently made to approve Item 3 (BPAA), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved. Another substitute motion was made to approve Item 4 (ESMAB), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved. Another substitute motion was made to approve Item 5 (COPA), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved.

After the approvals, the board member asked, "Wasn't the intent of the referendum to do exactly what we just did?" The former CPO answered, "…to provide salary assistance to our employees, all of our employee groups, yes." No further discussion occurred that referenced or clarified that only ESMAB Salary Band Schedule Band Level D and below employees were still eligible to receive the referendum-funded supplements or that the supplements would be expanded to include Band E Level and above level employees in future.

Neither the Compensation staff, nor the former CPO interviewed could explain when the "Pay Band Level D and below" referenced in the 2023-2024 approved salary band schedule (August 29, 2023) was removed or who made the change. He characterized the error as an "oversight."

Nothing showed that all BCPS employees, including those in Pay Band E and above, were ever going to receive the referendum-funded supplement in 2024-2025, 2025-2026, 2026-2027. An excerpt from the Amended ESMAB Salary Band Schedule following the approval of the substitute motion at the Special School Board Meeting July 30, 2024, is provided in **OCA Figure 5** below.

OCA Figure 5: ESMAB Salary Band Schedule 2024-2025
July 30, 2024 Agenda Item 4-Exhibit (Amended)

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1st of the school year, ~~2023~~ ~~2024,~~ will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years. The supplement is FRS eligible.

Newly hired employees after the commencement of the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

Following the SBBC's approval to include 2024-2025, 2025-2026, and 2026-2027, staff amended the salary band schedules to reflect the extension to three years but still did not include any other additional language.

The OCA's research showed that the salary band schedules were already amended on May 21, 2024, only reflecting changes to the ESMAB Salary Band Schedule pending the adoption of a provision providing a 2.26% one-time bonus of base salary to eligible ESMAB employees for the 2023-2024 school year. An excerpt from the ESMAB Salary Band Schedule prepared and submitted for the Special School Board Meeting on May 21, 2024, is provided in **OCA Figure 6** below.

OCA Figure 6: ESMAB Salary Band Schedule 2023-2024
May 21, 2024 Agenda Item HH-4-Exhibit

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

~~Effective July 1, 2022, eligible ESMAB employees shall receive a 4.00% increase. The salary schedule maximum values shall be increased by 4.00% effective July 1, 2022.~~

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the 2023-2024 school year, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1, 2023, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2023-2024 school year. The supplement is FRS eligible.

Newly hired employees after the commencement of the 2023-2024 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

The recommended 2024-2025 ESMAB Salary Band Schedule showed the 5.5% referendum allocation that the board approved, a year prior, at the August 29, 2023, Special School Board Meeting. However, there was no additional modifications highlighted via a strikethrough or in any other form to indicate the recommended removal of "Pay Band Level D and below" language effective 2024-2025. The reference was just removed. No new language, other than the updated year, was included.

Salary Analysis

To support the board's continued oversight of referendum-funded allocation practices, and in response to multiple initial board member inquiries at public meetings regarding upper-tier and high-level administrators, this section presents a comparative analysis of the BCPS highest-paid employees earning $100,000 and above.

Table 1 below demonstrates the total number of "highest-earning" employees in all employee groups and their corresponding salary ranges, compared to the BCPS's overall employee totals for each fiscal year.

OCA Table 1: All Employees
Salary Summary

Fiscal Year	2023-2024	2024-2025	2025-2026*
Total Employees**	30,231	30,236	30,609
Employees with Base Salary $100,000 & above	689	770	733
Base Salary Range	$100,000 - $350,000	$100,000 - $350,200	$100,000 - $360,200

Source: SAP Basic Pay report

** Based on SAP raw data extraction as of January 21, 2026*

***Include Active, Inactive, and Withdrawn employment status*

Table 2 below provides a comparison of the salary schedules for all Meet and Confer groups, including the salary ranges associated with each pay band and delineated category as defined by Compensation.[8]

[8] The OCA did not consider collective bargaining unit employees in this analysis.

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OCA Table 2: Meet and Confer
Salary Schedule Comparison
2023-2024, 2024-2025, 2025-2026

Fiscal Year		2023-2024				2024-2025				2025-2026			
M&C Group	Pay Grade	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum
COPA		There are no employees with a base salary of $100,000 and above in this group											
BPAA	CATGRY A	$ 100,267	$ 104,673	-	22	$ 100,220	$ 107,454	-	29	$ 100,220	$ 107,454	-	24
	CATGRY B	$ 100,267	$ 123,737	-	55	$ 100,643	$ 127,967	-	53	$ 100,643	$ 127,967	-	51
	CATGRY C	$ 122,173	$ 134,134	-	51	$ 124,829	$ 137,522	-	48	$ 125,442	$ 137,522	-	41
	CATGRY D	$ 130,567	$ 138,446	-	12	$ 131,285	$ 140,619	-	12	$ 131,285	$ 140,619	-	13
	CATGRY E	$ 132,454	$ 146,778	-	16	$ 132,454	$ 149,020	-	15	$ 135,848	$ 149,020	-	14
	PFPCAT A	$ 101,444	$ 101,616	-	2	$ 100,214	$ 104,691	-	4	$ 100,214	$ 109,000	-	4
	PFPCAT B	$ 101,184	$ 114,759	-	12	$ 100,186	$ 119,909	-	14	$ 100,186	$ 128,616	-	16
	PFPCAT C	$ 107,000	$ 141,117	-	92	$ 109,000	$ 145,633	-	93	$ 101,034	$ 145,633	-	96
	PFPCAT D	$ 113,000	$ 154,030	-	33	$ 115,735	$ 154,030	-	32	$ 115,735	$ 140,197	-	32
	PFPCAT E	$ 117,000	$ 145,865	-	34	$ 119,831	$ 150,533	-	35	$ 119,000	$ 142,358	-	32
	PFP-PRIN	-	-	-	-	-	-	-	-	$ 101,034	$ 101,034	-	1
BPAA Total[1]		**$ 100,267**	**$ 154,030**	**-**	**326**	**$ 100,186**	**$ 154,030**	**-**	**334**	**$ 100,186**	**$ 149,020**	**-**	**323**
ESMAB	BAND A2	-	-	-	-	-	-	-	-	$ 104,210	$ 109,695	-	1
	BAND B	$ 101,910	$ 105,558	-	2	$ 101,228	$ 104,968	-	3	$ 101,228	$ 121,519	-	3
	BAND C	$ 100,000	$ 138,000	-	93	$ 100,000	$ 158,332	-	107	$ 100,000	$ 161,341	-	96
	BAND D	$ 100,902	$ 163,667	-	86	$ 100,000	$ 161,073	-	86	$ 100,000	$ 161,073	-	81
	BAND E	$ 115,363	$ 187,200	15	1*	$ 141,110	$ 176,748	-	17	$ 141,000	$ 178,190	-	14
	BAND S	$ 173,000	$ 195,000	14	-	$ 173,056	$ 224,395	-	16	$ 175,000	$ 224,395	-	13
	BAND T	$ 200,000	$ 230,000	5	-	$ 226,600	$ 236,900	-	2	$ 226,600	$ 226,600	-	1
ESMAB Total[1]		**$ 100,000**	**$ 230,000**	**32**	**175**	**$ 100,000**	**$ 236,900**	**-**	**217**	**$ 100,000**	**$ 226,600**	**-**	**208**
Executives	GRADE 37	$ 122,142	$ 177,243	1	5**	$ 123,600	$ 182,560	-	7	$ 123,600	$ 182,560	-	8
	GRADE 39	$ 165,000	$ 257,920	3	-	$ 169,950	$ 265,658	-	2	$ 200,850	$ 265,658	-	2
	GRADE 50	$ 287,500	$ 350,000	3	-	$ 350,200	$ 350,200	1	-	$ 360,200	$ 360,200	1	-
Executives Total[1]		**$ 122,142**	**$ 350,000**	**7**	**5**	**$ 123,600**	**$ 350,200**	**1**	**9**	**$ 123,600**	**$ 360,200**	**1**	**10**
Grand Total[1]		**$ 100,000**	**$ 350,000**	**38**	**502**	**$ 100,000**	**$ 350,200**	**1**	**557**	**$ 100,000**	**$ 360,200**	**1**	**541**

[1] *The figures reflect a unique employee count for each pay grade and employee group.*
***Note** : Variances occurred when employees changed positions during the year, which may have resulted in duplicate entries. To address this, the OCA conservatively counted individuals only once in each respective total to illustrate the potential overlap in pay bands and categories.*

*TASK ASSIG. EXEC DIR. position with a base salary $143,000 for duration of 5 pay periods

**ASSISTANT GENERAL COUNSEL positions

M&C (Meet and Confer) - non-collective bargaining employee groups:

COPA - Confidential Office Personnel Association
BPAA - Broward Principals & Assistants Association
ESMAB - Educational Support & Management Association of Broward
Executives - Superintendent of Schools (Grade 50),
General Counsel, Chief Auditor (Grade 39),
General Counsel staff (Grade 37)

CONCLUSION

Based on procedures performed and evidence obtained, the OCA concluded that BCPS did not maintain sufficient transparency, documentation, or governance controls over key stages of the referendum allocation process.

While the SBBC deliberately limited ESMAB eligibility of referendum-funded supplements to Salary Band Level D and below ESMAB employees for 2023–2024, as reflected in the agenda materials and salary band schedule, the OCA found no evidence that the board was advised of, or engaged in, specific discussions concerning the subsequent expansion of eligibility to include Band E and above for 2024–2025 prior to public action.

Beyond these findings, the OCA determined that BCPS staff showed a lack of fidelity marked by inconsistencies, lapses in communication, and failures to follow basic governance and documentary requirements. Critical changes, including the removal of the "Pay Band Level D and below" language from salary band schedules in July 2024 were made without explanation, attribution, or pronouncement in the supporting records. Staff interviewed could not identify who made these revisions, when they were made, or under whose authority they occurred. Ultimately, the salary band schedules and the executive summary were submitted as exhibits to the agenda on July 30, 2024, that resulted in a board approval.

Expected briefing practices and transparency used in prior referendum cycles were abandoned, resulting in board members not being properly or timely informed of material changes. These breakdowns indicate that staff did not exercise the level of diligence, internal control, or transparency required when administering voter-approved funding, undermining the board's ability to make informed decisions and to ensure the integrity of referendum-funded supplement allocations.

Recommendations

To remediate the conditions identified above and strengthen governance over referendum-funded supplements, the OCA recommends the following controls:

1. Set clear eligibility rules that specify which positions qualify for referendum-funded supplements, what salary thresholds apply, and which roles are not eligible unless the board explicitly approves their inclusion.

2. Require board approval for any changes to those eligibility rules, including adding or removing employee groups, adjusting salary levels, or changing how eligibility is interpreted.

3. Document all changes and decisions related to referendum allocations, including drafts, redlines, version histories, authorship, and meeting notes, with proper retention to ensure a full audit trail of the actions taken.

4. Hold a public briefing workshop before the board sees any major change, such as adjustments affecting salary bands, eligible groups, or compensation amounts, with clear explanations and a pronounced rationale.

5. The Superintendent should develop processes to ensure that all staff follow this policy and maintain the documentation, transparency, and briefing practices required herein. No referendum-funded supplements should be issued contrary to the eligibility criteria and governance standards established by the board.

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The Office of the Chief Auditor extends its sincere appreciation to the Superintendent, BCPS leadership, Human Resources, Compensation, the General Counsel's Office, Official School Board Records, and former School Board Members for their cooperation and assistance throughout this review. Your collaboration was essential in providing the information and insights necessary to complete this assessment.

Sincerely,

Dave Rhodes
Chief Auditor

cc: Dr. Howard Hepburn, Superintendent of Schools
Kathelyn Jacques-Adams, Interim General Counsel

DR:mm

SECURE THE NEXT GENERATION

August 23, 2022 RENEWAL



Dr. Vickie L. Cartwright
Superintendent of Schools

> **It is critically important to understand that without this renewal, funding from the original half mill referendum will no longer exist. Those funds provided for over 500 school safety personnel and 100 mental health professionals and over $80 million dollars in compensation supplements for teachers and eligible staff.**

Dear Secure the Next Generation Referendum Champions,

At Broward County Public Schools (BCPS), our focus is Students First! Our priorities include increasing compensation supplements for teachers and staff to: attract and retain highly qualified employees; ensuring safer learning environments and; investing in mental health and other essential services for students and families.

To achieve these priorities, the District is presenting voters with a renewal of the Secure the Next Generation Referendum that will be on the ballot for the August 23, 2022, primary election.

In 2018, voters approved a similar referendum for half a mill that is set to expire.

The new Secure the Next Generation Referendum would increase voters' investment in education from a half-mill to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers and eligible staff by increasing compensation supplements
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health services

It is critically important to understand that without this renewal, funding from the original half mill referendum will no longer exist. Those funds provided for over 500 school safety personnel and 100 mental health professionals and over $80 million dollars in compensation supplements for teachers and eligible staff.

Broward County Public Schools asks for your assistance in championing and sharing this information with your school community, colleagues, constituents, social media networks, friends and family.

Attached to this email, you will find:

- An informational one-page flyer to print and distribute
- Answers to frequently asked questions to inform and educate
- A video message explaining the Secure the Next Generation referendum renewal
- Social media message templates
- Sample language to include in a letter to your audiences

Please Note: District employees, while in their official capacities and roles, can only educate and share information regarding ballot initiatives. Employees are not permitted to tell anyone how to vote in their official District capacity. However, employees can share what will happen if the referendum does or does not pass voter approval.

Thank you for helping us Secure the Next Generation.

If you have any questions regarding this initiative, please contact the BCPS Legislative Affairs office at 754-321-2608.

Sincerely,

Vickie L. Cartwright

Dr. Vickie L. Cartwright
Superintendent of Schools

Informational One-Pager for Download and Distribution

Download the one-pager

SECURE THE NEXT GENERATION

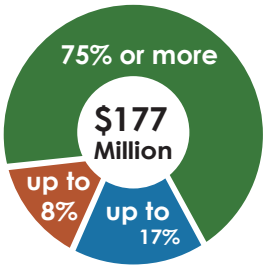
August 23, 2022

RENEWAL

Broward County Public Schools (BCPS) is presenting voters with a referendum renewal that will appear on the August 23, 2022, primary election ballot.

The Secure the Next Generation Referendum would increase voters' investment in education to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers and eligible staff by increasing compensation supplements
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health services



- Supplements for teachers and eligible staff
- School resource officers and safety staff
- Essential programs

Audit Approval:

The District engaged S. Davis & Associates, P.A. to audit the current, and soon to expire, Secure the Next Generation Referendum. The audit noted that the District expended Secure the Next Generation funds as approved by voters on the August 28, 2018, referendum ballot.

For information about early voting and voting by mail, visit browardsoe.org.

browardschools.com/secure

Why does BCPS need to renew the referendum and increase it to 1 mill?

The funds from the ½ mill referendum that voters approved in 2018 are set to expire. Those funds support over 500 school safety personnel, 100 mental health professionals, and approximately $82 million in compensation supplements for teachers and eligible staff to compete with neighboring school districts.

The School Board voted to approve and present this referendum on the August 23, 2022, primary election ballot, with an increase to one mill, for voters to consider investing in Broward County Public Schools.

This renewal would provide BCPS with the ability to compete with neighboring school districts, and to account for new legislation that requires the District to now share nearly 20% of these funds with charter schools.

What is a mill or millage rate?

The mill or millage rate is the amount of property value used to calculate local property taxes. One mill would provide $100 for every $100,000 of assessed property value.

What is the Difference Between the Secure the Next Generation Referendum renewal and the SMART Bond?

The Secure the Next Generation Referendum is not related to the SMART Bond. SMART Bond funds strictly provide funding for critical maintenance needs and capital improvements to buildings. The SMART Bond funds cannot be used for compensation or noncapital expenses. To learn more, visit bcpssmartfutures.com.

What to expect for year 2023:

- The average homeowner with a home market value of $393,755 for 2021 and a School Board taxable value of $274,220, would invest approximately $274 that year or $23 per month, which is an additional $11.50 more than their current investment.*
- The average condo owner with a condo market value of $192,806 for 2021and a School Board taxable value of approximately $158,421, would invest approximately $158 that year or $13 per month, which is an additional $6.50 more than their current investment.*
- If the referendum passes, it would generate $177 million for BCPS and $45 million for charter schools annually, a total of approximately $227 million (including 2% collection shortfall in property taxes) in fiscal year 2023. The referendum will expire in four years.

** A homeowner's/condo owner's investment varies based on their School Board taxable value and is subject to change annually.*

The School Board of Broward County, Florida Lori Alhadeff • Daniel P. Foganholi • Patricia Good • Debra Hixon • Donna P. Korn • Sarah Leonardi • Laurie Rich Levinson • Ann Murray
Nora Rupert • Dr. Vickie L. Cartwright, Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. **browardschools.com**

SECURE THE NEXT GENERATION

August 23, 2022 RENEWAL

Champion Toolkit

Answers to Frequently Asked Questions

What is a mill or millage rate?

- The mill or millage rate is the amount of property value used to calculate local property taxes. One mill would provide $100 annually for every $100,000 of assessed property value.

What is the difference between the Secure the Next Generation Referendum renewal and the SMART Bond?

- The Secure the Next Generation Referendum is not related to the SMART Bond. SMART Bond funds strictly provide funding for critical maintenance needs and capital improvements to buildings. The SMART Bond funds cannot be used for compensation or noncapital expenses. To learn more, visit **bcpssmartfutures.com**.

SMART Update:

- While the SMART Bond program experienced some unforeseen implementation delays, the District has taken measures to get the program back on track, which included hiring a new program manager a year and a half ago. Since then, the program has made notable strides towards a completion date by end of year 2025.

- Currently, there are over 60 completed projects, 180 projects are actively under construction, and more than 50 others that will begin construction. To learn more, visit **bcpssmartfutures.com**.

Why does BCPS need to renew the referendum and increase to one mill?

- Funds from the half mill referendum, which voters approved in 2018, are set to expire. Those funds support over 500 school safety personnel, 100 mental health professionals, and approximately $82 million in salary supplements for teachers and eligible staff, to compete with neighboring school districts. Without this renewal, those funds will no longer exist.

- Outside of the legislative process, a referendum is the School Board's only option to raise additional funds.

- The Secure the Next Generation Referendum would increase voters' investment in education to one mill to continue securing funds for all public schools – and will now also include charters schools – to:

    - Recruit and retain high-quality teachers and eligible staff by increasing compensation
    - Maintain and enhance additional school resource officers and school safety staff
    - Maintain and enhance essential programs, such as mental health services

- On April 26, 2022, the School Board approved to present this referendum on the August 23, 2022, primary election ballot, with an increase to one mill, for voters to consider investing in Broward County Public Schools.

- This renewal would provide BCPS with the ability to compete with neighboring school districts (Miami Dade County Public Schools, presenting an increase from the current .75 mill, to one mill and the School District of Palm Beach County Public Schools is currently at one mill) and to account for new legislation that now requires the District to share nearly 20% of these funds with charter schools.

When will Broward County vote on the referendum?

- During the August 23, 2022, primary election.

How will the funds be allocated?

The School Board voted to allocate funds for the following:

- 75 % or more to provide compensation supplements to recruit and retain teachers
- Up to 17 % to provide funding for school resource officers and school safety staff
- Up to 8 % to preserve important programs, such as mental health services and personnel

All compensation will be subject to collective bargaining. The public will have an opportunity to comment on the dispersal of funds generated prior to distribution. These funds will not be available until the 2023/24 school year.

How much will it cost the average homeowner or condominium owner?

- The average homeowner with a home market value of $393,755 for 2021 and a School Board taxable value of $274,220, would invest approximately $274 that year or $23 per month, which is an additional $11.50 more than their current investment.*
- The average condo owner with a condo market value of $192,806 for 2021 and a School Board taxable value of approximately $158,421, would invest approximately $158 that year or $13 per month, which is an additional $6.50 more than their current investment.*
- If the referendum passes, it would generate $177 million for BCPS and $45 million for charter schools annually, which is a total of approximately $227 million in fiscal year 2023 (includes 2% collection shortfall in property taxes). The referendum will expire in four years.

* A homeowner's/condo owner's investment varies based on their School Board taxable value and is subject to change annually.

Was there a third-party audit review?

The District engaged S. Davis & Associates, P.A. to audit the current, and soon to expire, Secure the Next Generation Referendum. The audit noted that the District expended Secure the Next Generation funds as approved by voters on the August 28, 2018, referendum ballot.

How were the current referendum funds (from 2018) allocated?

72% of collected referendum funds (in 2022, that is approximately $82 million) in supplements with the following breakdown:

- **Security**
  Minimum to maximum annual amount
  $380 – $2,000
  Average $542
- **Teachers**
  Minimum to maximum annual amount
  $1,425 – $13,500
  Average $4,653
- **Paraprofessionals**
  Minimum to maximum annual amount
  $560 – $2,600
  Average $1,133
- **Food Service Workers**
  Minimum to maximum annual amount
  $140 – $1,200
  Average $413
- **Maintenance**
  Minimum to maximum annual amount
  $570 – $980
  Average $778
- **Transportation**
  Minimum to maximum annual amount
  $350 – $1,055
  Average $490
- **Facilities**
  Minimum to maximum annual amount
  $248 – $1,390
  Average $722
- **TSP (Technical Support Professional)**
  Minimum to maximum annual amount
  $870 – $3,400
  Average $2,112
- **COPA (clerical)**
  Minimum to maximum annual amount
  $245 – $1,160
  Average $630
- **Clerical**
  Minimum to maximum annual amount
  $660 – $1,200
  Average $968

20% of collected referendum funds ($21 million) in safety and security with approximately 540 positions, including the following:

- Armed school safety officers - 29
- Building Security – 4
- Campus Monitors – 388
- Clerical Support – 14
- Human Resources – 3
- Lead Building Security – 1
- Manager, Area Security – 9
- Manager, Campus Security – 8
- Security Specialists – 82

**Includes payroll processors and technical service specialists*

8% of collected referendum funds ($9 million) in Mental Health with approximately 100 positions, including the following:

- Family Counselors (ESE) – 10
- Guidance Counselors (Elementary)– 28
- Guidance Directors (High)– 2
- School Nurse – 2
- School Psychologist – 20
- School Social Worker – 17
- Teachers – 7*
- Therapists (Family Counseling Program) - 12

**Includes hospital homebound and suicide prevention teachers*

Where can I find information about voting?

- For general information, visit **browardsoe.org**.
- For information about early voting, visit **browardvotes.gov/Voting-Methods/Early-Voting-Dates-Hours-and-Sites**.
  **Early voting starts on Saturday, August 13, 2022, and ends Sunday, August 21, 2022.*
- To vote by mail, visit **browardvotes.gov/Voter-Information/Vote-By-Mail-Voting**.
- To register to vote in Broward County, visit **browardvotes.gov/Register-to-Vote/Voter-Registration-Form**.
- For statewide information about voting, visit **RegisterToVoteFlorida.gov**.

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August 23, 2022
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Champion Toolkit | Superintendent's Video



Please share the following video from Superintendent Dr. Vickie L. Cartwright with your audiences:

Download the video

Download the video's thumbnail image

Champion Toolkit | Social Media Message Templates

BCPS encourages champions to post messages and retweet or share messages from the District's social media accounts, Twitter @browardschools and Facebook @BrowardCountyPublicSchools and hashtags, #BCPSSecure and #BCPSReferendum. See sample messages are below:

- Broward County Public Schools is presenting voters with a referendum renewal and increase that will appear on the August 23, 2022, primary election ballot. Learn more at browardschools.com/secure.
- The Secure the Next Generation Referendum would increase voters' investment in BCPS to:
  - Recruit & retain high-quality teachers & eligible staff
  - Maintain & enhance additional school resource officers & school safety staff
  - Maintain & enhance essential programs

  browardschools.com/secure.

Champion Toolkit | Video Messages

If you would like to record a short video explaining "Why the Referendum is Important to me!" on your cell phone, below are examples that might resonate with you or offer you inspiration on why the referendum might be important to you. In addition, you will find tips on how to record a quality video on your cell phone.

Video Message Examples of "Why the Referendum is Important to me!," You:

- No longer need a second job
- Were able to afford living in Broward, where you teach
- Secured transportation to get to work, like a new car

Tips on how to Record a Quality Video on Your Cell Phone for Social Media

- Use the back camera (not the selfie camera) for better quality video.
- Record video in landscape mode (hold your phone horizontally instead of vertically).
- If your phone has an overlay grid option for your screen, turn it on. This will serve as a guide for keeping your phone level.

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- An external microphone will record better audio.
- Record in a well-lit area. Keep the light source facing you. If you are recording outside, do not have the sun to your back.
- Keep the background simple.
- Remember framing. Keep the subject's head in the upper third (not the center) of the screen

Champion Toolkit | General Message Template

You can include the following when communicating with your school community, colleagues, constituents, friends and family.

Broward County Public Schools (BCPS) is presenting a referendum renewal to increase voters' investment in education to one mill on the August 23, 2022, primary election ballot.

The Secure the Next Generation referendum renewal would provide funds that will be used to recruit and retain high-quality teachers and eligible staff, school safety staff and enhance important programs in District schools, such as mental health services for students and families.

This referendum supports a continued commitment to secure a high-quality education and safe learning environment for BCPS students, teachers, and staff. For more information, visit **browardschools.com/secure**.

Champion Toolkit | Logos

BROWARD COUNTY PUBLIC SCHOOLS EST. 1915

SECURE THE NEXT GENERATION
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RENEWAL

Download the horizontal logo

BROWARD COUNTY PUBLIC SCHOOLS EST. 1915

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August 23, 2022
RENEWAL

Download the vertical logo

For more information or to schedule the Superintendent or her designee to speak to your group, please complete a Presentation Request Form or call the Legislative Affairs office, at 754-321-2608.

The School Board of Broward County, Florida Lori Alhadeff • Daniel P. Foganholi • Patricia Good • Debra Hixon • Donna P. Korn • Sarah Leonardi Laurie Rich Levinson • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Superintendent of Schools

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From: David M. Azzarito Jr
Sent: Monday, July 1, 2024 3:15 PM
To: Debbie-Ann Scott <debbie-ann.scott@browardschools.com>
Cc: Susan T. Rockelman <srockelman@browardschools.com>; Ernie W. Lozano <ernie.lozano@browardschools.com>; Susan L. Cooper <susan.cooper@browardschools.com>; Mauricio Hernandez <mauricio.hernandez@browardschools.com>
Subject: FW: BPAA and ESMAB

Debbie, can you re-do this page from last year with updated numbers?

We'll need it for closed door on the 23rd.

For the ESMAB E and above and Executive, go ahead and compute what the referendum will cost with 5.5%.

Thanks,

David Azzarito
Chief People Officer
Human Resources and Equity

Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301
754-321-1840



From: David M. Azzarito Jr <david.azzaritojr@browardschools.com>
Sent: Monday, July 15, 2024 12:22 PM
To: Debbie-Ann Scott <debbie-ann.scott@browardschools.com>
Cc: Susan T. Rockelman <srockelman@browardschools.com>; Ernie W. Lozano <ernie.lozano@browardschools.com>; Susan L. Cooper <susan.cooper@browardschools.com>; Mauricio Hernandez <mauricio.hernandez@browardschools.com>
Subject: RE: BPAA and ESMAB

Debbie, good afternoon;

Were you able to update this?
We need it asap for a discussion with Dr. Hepburn
If you sent it, please resend, I'm buried under 1000 emails.

Thanks,

David Azzarito
Chief People Officer
Human Resources and Equity

Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301
754-321-1840



Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	CC. Office of The Superintendent
DEPARTMENT:	Superintendent

Agenda Item Number:	CC-1.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	1:00 P.M.

TITLE:

Final Order on Broward County School Board vs. Rhonda Daniels
SPECIAL ORDER - 1:00 P.M.

REQUESTED ACTION:

Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No.24-4894TTS, before the State of Florida Division of Administrative Hearings. District 1

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s) Return on Investments, Financial Impact, and Rational, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Proposed Final Order

FINANCIAL IMPACT:

The financial impact to the District is back pay in the amount of $1,584.99.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Esmeralda E. Negron	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

Final Order on Broward County School Board vs. Rhonda Daniels

Board Meeting Date: February 10, 2026

Requested Action: Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No. 24-4894TTS, in the State of Florida Division of Administrative Hearings.

School Board Policy Requirement/Authority: F.S. *Chapter 120*.

Statutory Requirement/Authority: F.S. §§ 1001.51, 1012.27(5) and 1012.33

District-zone Impact: District 1

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board approves the Recommended Order in its entirety, dismissing the charges, and rescinds the suspension of Rhonda Daniels without pay for five (5) days.
- If the School Board votes "No": N/A. The School Board must take final agency action by rendering a Final Order.

Background/History:
This item requests that the Board enter a Final Order adopting the Administrative Law Judge's recommendation: dismiss the charges, rescind the previous decision to suspend Rhonda Daniels without pay for five (5) days and award backpay.

During the 2023-2024 school year, Rhonda Daniels ("Daniels"), a teacher at Watkins Elementary School displayed inappropriate and unprofessional actions toward students. The Administrative Complaint was served on Daniels recommending a five (5) day suspension and she timely requested a hearing. The School Board approved the recommendation and the matter transferred to the Division of Administrative hearings ("DOAH") to assign an Administrative Law Judge ("ALJ") to conduct the final hearing challenging the School Board's discipline. The DOAH hearing was held on October 7 and 8, 2025, the ALJ entered a Recommended Order in favor of Rhonda Daniels, dismissing the charges, and awarding Daniels backpay for the five day suspension.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status:

- The financial impact to the District is back salary in the amount of $1,584.99 (gross).

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/Av
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—	—	—

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized:

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

DOAH CASE NO.: 24-4894TTS

RSBM Agenda: 02/10/26-CC-1

v.

RHONDA DANIELS,

Respondent.
_____/

FINAL ORDER

THIS CAUSE came before THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("School Board") at its meeting conducted on February 10, 2026, to consider adoption of the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge (ALJ) of the State of Florida Division of Administrative Hearings.

IT IS THEREUPON ADJUDGED that:

1. No party filed exceptions;
2. The SCHOOL BOARD adopts the Recommended Order in its entirety, which is incorporated herein by reference. See Recommended Order attached hereto as Exhibit "A".

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida, this _____ day of _____, 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
SARAH LEONARDI, CHAIR

Filed in the Official School Board Records the _____ day of _____, 2026.

_____
Supervisor, Official School Board Records

Copies Furnished to:

DENISE M. HEEKIN, ESQUIRE
Ayla Arshad, Esquire
Bryant Miller Olive P.A.
One Southeast Third Avenue, Suite 2200
Miami, Florida 33131
Counsel for the School Board

MELISSA C. MIHOK, ESQUIRE
Mihok Law
1401 East 22nd Avenue
Tampa, Florida 33605
Counsel for Lori Bacon

DR. HOWARD HEPBURN, Superintendent of Schools
Office of the Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

APPEAL OF FINAL ORDER

Pursuant to Section 120.68, Florida Statutes, a party to this proceeding may seek judicial review of this Final Order in the appropriate district court of appeal by filing a notice of appeal with Noemi Gutierrez, Agency Clerk, Official School Board Records, The School Board of Broward County, Florida, 600 Southeast Third Avenue – 2nd Floor, Fort Lauderdale, Florida 33301, on or before thirty (30) days from the date of this Final Order. A copy of the notice and a copy of this Final Order, together with the appropriate filing fee, must also be filed with the Clerk, Fourth District Court of Appeal, 110 South Tamarind Avenue, West Palm Beach, Florida 33401. If you fail to file your notice of appeal within the time prescribed by laws and the rules of court, you will lose your right to appeal this Final Order.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

vs. Case No. 24-4894TTS

RHONDA DANIELS,

Respondent.
_____/

RECOMMENDED ORDER

Administrative Law Judge Meredith C. Hinshelwood conducted the final hearing in this case for the Division of Administrative Hearings ("DOAH") on October 7 and 8, 2025, by Zoom conference.

APPEARANCES

For Petitioner: Denise Heekin, Esquire
Ayla Arshad, Esquire
Bryant Miller Olive P.A
One Southeast 3rd Avenue, Suite 2200
Miami, Florida 33131

For Respondent: Melissa Mihok, Esquire
Mihok Law
1401 East 22nd Avenue
Tampa, Florida 33605

STATEMENT OF THE ISSUE

Whether just cause exists to suspend Respondent for five days without pay.

Exhibit "A"

PRELIMINARY STATEMENT

By letter dated November 22, 2024, the Superintendent for Broward County Public Schools notified Respondent that he would recommend to the Broward County School Board ("School Board") on December 17, 2024, that Respondent receive a suspension from her position based upon the charges outlined in the Administrative Complaint.

The Administrative Complaint laid out Material Allegations relating to the allegations that Respondent punished a student, A.C., by poking or scratching his arm with a pushpin and by brushing his hair with a comb. The Administrative Complaint asserts that Respondent's actions constitute just cause to suspend her for five days without pay and charges Respondent with the following:

- "Misconduct in office," as defined in Florida Administrative Code Rule 6A-5.056(2) to mean:

  > (a) A violation of the Code of Ethics of the Education Profession in Florida as adopted in Rule 6A-10.080, F.A.C.;
  >
  > (b) A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6A-10.081, F.A.C.;
  >
  > (c) A violation of the adopted school board rules;
  >
  > (d) Behavior that disrupts the student's learning environment; or
  >
  > (e) Behavior that reduces the teacher's ability or his or her colleagues' ability to effectively perform duties.

- Violations of the following specific portions of Florida Administrative Code Rule 6A-10.081:

  > (1) Florida educators shall be guided by the following ethical principles:

* * *

(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

* * *

5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.

* * *

(c) Obligation to the profession of education requires that the individual:

* * *

4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work

> responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

Fla. Admin. Code R. 6A-10.081(1)(b) and (c), (2)(a)1. and 5., and (2)(c)4.

- "Incompetency," as defined in rule 6A-5.056(3)(a)1.-4. to mean:[1]

> (3) "Incompetency" means the inability, failure or lack of fitness to discharge the required duty as a result of inefficiency or incapacity.
>
> (a) "Inefficiency" means one or more of the following:
>
> 1. Failure to perform duties prescribed by law;
>
> 2. Failure to communicate appropriately with and relate to students;
>
> 3. Failure to communicate appropriately with and relate to colleagues, administrators, subordinates, or parents;
>
> 4. Disorganization of his or her classroom to such an extent that the health, safety or welfare of the students is diminished;

- A violation of School Board Policy 4008, which requires Respondent to "comply with the provisions of the Florida School Code, State Board

[1] The Administrative Complaint states that Respondent's "actions show a failure to perform the required duties as a result of inefficiency and incapacity." The definition of "inefficiency" is cited and quoted, but the Administrative Complaint omits a citation and quote for the definition of "incapacity." Therefore, it is difficult to discern whether Petitioner intended to charge Respondent with "incapacity," as defined in rule 6A-5.056(3)(b). This Recommended Order construes the ambiguity in Respondent's favor and, therefore, omits consideration of whether Respondent's actions show a failure to perform the required duties as a result of incapacity, as defined in rule 6A-5.056(3)(b). It is also worth noting that Petitioner's Proposed Recommended Order does not quote or provide argument about the specific definition of "incapacity" in rule 6A-5.056(3)(b).

Regulations and regulations and policies of the [School] Board." This policy specifically requires that:

> The members of instructional staff shall perform the following functions:
>
> 1. Comply with the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.
>
> * * *
>
> 3. Infuse in the classroom, the District's adopted Character Education Traits of Respect, Honesty, Kindness, Self-control, Tolerance, Cooperation, Responsibility and Citizenship.
>
> 4. Treat all students with kindness, consideration and humanity, administering discipline in accordance with regulations of the State Board and the School Board; provided that in no case shall cruel or inhuman punishment be administered to any child attending the public schools.
>
> * * *
>
> 8. Conform to all rules and regulations that may be prescribed by the State Board and by the School Board.

The Administrative Complaint notified Respondent of her ability to challenge the charges by submitting a written request for a hearing within 15 days after receipt. Respondent timely submitted her request for a hearing on December 6, 2024, and the School Board adopted the Superintendent's recommendation to suspend Respondent without pay for five days.

Based on the parties' availability, the final hearing was initially scheduled for July 22 and 23, 2025. The final hearing was continued twice and was subsequently transferred to the undersigned. Despite the case transfer, the hearing was scheduled for, and held on, October 7 and 8, 2025.

At the final hearing, Petitioner presented the testimony of six witnesses: Ricardo Ricketts, Lori Mendez, Sabrina Andrieu, Officer Jonathan Santiago, Detective Bryan Dietrich, and David Azzarito. Respondent presented the testimony of Lori Mendez and testified on her own behalf. The following exhibits were admitted into evidence for Petitioner: 1 through 3, 5, 5A, 5B, 8 through 14, 16 through 33. Respondent's Exhibit 1 was also admitted into evidence.

The final hearing Transcript was filed with DOAH on October 23, 2025. The parties timely filed proposed recommended orders, which have been considered in the preparation of this Recommended Order.

All references to the Florida Statutes are to the version in effect at the time of the allegations of misconduct referred to in the Administrative Complaint, unless otherwise indicated.

FINDINGS OF FACT

1. Petitioner is a duly constituted district school board charged with the duty to operate, control, and supervise all free public schools within Broward County, Florida. Art. IX, § 4(b), Fla. Const.; § 1001.32, Fla. Stat.

2. Pursuant to School Board Policy 4.9, the range of penalties for the offenses alleged in the Administrative Complaint is reprimand to dismissal because they are Category B offenses under the policy. Specifically, Category B offenses include: "r) Failure to comply with School Board policy, state law, or appropriate contractual agreements." Thus, a five-day suspension is within the range of appropriate penalties.

3. The events in question occurred during the 2023-2024 school year.

4. At the time of the final hearing, Respondent had been employed as a teacher at Watkins Elementary School for approximately 29 years. She has

never received sanctions against her teaching certificate, and she had never been disciplined by the school district prior to the allegations in this case.

5. At the time of the incident in question, Respondent taught first-grade students who were around age six, and Respondent was A.C.'s first-grade teacher.

6. A.C. was a child with many behavioral issues.

7. Early in the school year, A.C.'s mother wanted him moved to a different class because Respondent was too strict.

8. On November 6, 2023, Assistant Principal Ricardo Ricketts received a complaint from A.C.'s mother. As Mr. Ricketts testified, A.C.'s mother called him "very upset because A.C. came home and she noticed scratches on him."

9. Mr. Ricketts spoke with A.C. two days later. Although the student stated that Respondent made the scratches with something sharp that you stick on walls, Mr. Ricketts asked A.C. about other scratches that Mr. Ricketts noticed. At one point, A.C. told Mr. Ricketts that his dog scratched him.[2] The scratches that Mr. Ricketts observed on A.C.'s arm were not freshly made but rather "looked older." During this interview with A.C., A.C. also mentioned that Respondent would comb his hair.

10. Mr. Ricketts went to Respondent's classroom, informed her of the allegations, and informed her that he needed to speak with some of the students. He questioned first-grade students whose names A.C. provided, as well as other first-grade students who were sitting in the vicinity of where A.C. sits in the classroom.

11. Mr. Ricketts submitted information to Child Protective Investigation Services ("CPIS"). As a result, a CPIS investigator came to the school on November 14, 2023, along with Officers Sabrina Andrieu and Jonathan Santiago from the Pembroke Park Police Department.

[2] Detective Bryan Dietrich testified that A.C. told him some of the scratches might have come from falling while riding his bike.

12. On the day that CPIS and the police officers questioned Respondent at the school, Officer Andrieu wore a body camera, the footage of which is in the record. *See* Pet.'s Ex. 5A and 5B. Officer Andrieu also photographed A.C.'s arms, and the photographs of A.C.'s arms are in the record. *See* Pet. Ex. 5. Officer Andrieu testified that some of the marks on A.C.'s arms looked older than others, and none of the injuries looked fresh or newly acquired.

13. The footage from Officer Andrieu's body camera begins with the CPIS investigator questioning a child in Principal Lori Mendez's office. The child is difficult to hear and is visually unobservable due to facing away from Officer Andrieu in a chair or due to facial blurring when facing Officer Andrieu. What is clear, though, is that this child witness struggled with understanding truth versus a lie, and even Officer Andrieu noted how the student's story changed in the course of this questioning. Pet. Ex. 5A at 5:25.

14. The footage of this child's questioning obviates the issues with giving any significant weight in this case to students' hearsay statements that are included in the record. None of these student witnesses testified at the final hearing. Thus, the undersigned lacks the ability to assess these students' credibility, especially their ability to understand the difference between a truth and a lie.

15. The footage from Officer Andrieu's body camera also includes Respondent's interview with the CPIS investigator, as well as Officer Andrieu's Mirandized questioning of Respondent while in the principal's office. This portion of the footage contains Respondent's initial confession to the Material Allegations in this case, and this footage is immensely helpful in observing the interactions that led to Respondent's confession.

16. Prior to and a good ways into questioning by Officer Andrieu, Respondent was consistent in her version of what occurred with the pushpins and combing A.C.'s hair. As to the pushpins, A.C. took the pushpins off her table and had them in his hand. Respondent grabbed A.C.'s hand to get the pushpins back from A.C. In doing so, she may have scratched his hand but

not his arm.[3] As to combing A.C.'s hair, this was not a punishment. Rather, as a result of A.C. unsuccessfully trying to "twist" his own hair, Respondent was trying to make his hair look nice so that he could focus on his work.

17. Respondent's version of combing A.C.'s hair as seen in the body camera footage was consistent with her testimony in that she did comb A.C.'s hair - not as a punishment but rather to help him get to work.

18. During Officer Andrieu's questioning of Respondent while in the principal's office, Respondent had a calm and generally flat affect and was highly compliant. Respondent appeared to be highly susceptible to misunderstanding and suggestion from leading questions. At times, her responses to questions were unintentionally nonsensical. After significant prompting and insistence by Officer Andrieu, Respondent's genuine confusion about the pushpin allegations gave way to confession – a false confession. To be clear, this Order is not taking issue with the interrogation tactics utilized here. Rather, this is an assessment of the vulnerability of the subject and the weight to be afforded Respondent's confession.

19. Officer Santiago's observations of Respondent's confession align with the assessment above. He testified that, at times while Officer Andrieu was questioning her, Respondent "didn't have an understanding of how the questions were coming off." In his honest opinion, he "felt like she [Respondent] just wanted the whole interrogation to be over with."

20. Officer Santiago's observations of Respondent's confession also align with Respondent's testimony that she was confused at the time of questioning and that she just wanted to get out of there because there were things to do in the classroom. Afterall, Officer Andrieu stated at the beginning of the questioning that Respondent was not in trouble, nor did Respondent understand the Miranda rights that were read to her. Thus, she did not know she was about to be arrested.

[3] Respondent's testimony reveals that this pushpin incident occurred on October 16, 2023.

21. The second portion of body camera footage from Officer Andrieu shows Respondent in the back of the police car under arrest. Referring back to her earlier questioning of Respondent, Officer Andrieu asks Respondent to confirm a number of aspects of that earlier confession. Among these confirmation questions, Officer Andrieu asks Respondent how many times she told Officer Andrieu that she poked A.C. with a pushpin. Respondent states, "Three." However, Respondent testified that Officer Andrieu held up three fingers to prompt her answer.[4] Indeed, in the footage, Respondent directs her eyes downward in a manner unlike the surrounding portions of the video. When Officer Andrieu was questioned at the final hearing about whether she held up three fingers to show Respondent how many times she should say that she poked or scratched A.C., Officer Andrieu's answer was certainly not without equivocation.[5] Crucially, Respondent's statement of "three" did not occur during audible portions of the earlier footage. Officer Andrieu's use of the mute button or whispering during the earlier footage appears at times evasive and/or against department policy, and this seriously undermines the weight to be afforded the second confession that was allegedly a summary of things Respondent had confessed.

22. Officer Andrieu testified that, as to the times when she muted her camera, "that was – after we already concluded our investigation. There was no victim, no suspect, no witnesses, within the classroom. We're allowed to mute our cameras when it's things such as small talk or, you know, just conversations that wouldn't really be in the investigation's benefit or it's just small talk, you know." However, Officer Andrieu muted her sound even though she was clearly speaking about Respondent returning to the room for arrest. *See* Pet. Ex. 5A at 59:10. Respondent is then clearly in the site of the

[4] Respondent testified that this was a prompting to say three "kids," but this appears to be a mistake in her testimony. The only time in this portion of body camera footage that the number three is mentioned is in relation to the number of times that Respondent allegedly told Officer Andrieu that Respondent poked A.C. with a pushpin.

[5] Her precise response was "No ma'am, I don't believe so."

body camera, but Officer Andrieu's sound is still muted. *See* Pet. Ex. 5A at 1:04:38. Earlier in the footage, Officer Andrieu is whispering to Officer Santiago while her body camera was not muted. Based on bits that are audible from Officer Andrieu, as well as Officer Santiago's audible responses, it is clear that they are discussing A.C.'s parents and A.C.'s behavior. *See* Pet. Ex. 5A at 56:30.

23. As stated above, Officer Andrieu's use of the mute button or whispering seriously undermines the weight to be afforded Respondent's second confession that was allegedly a summary of the earlier confession. Crucially, the audible portions of the first confession do not contain a statement by Respondent that she poked A.C. three times with a pushpin. This second confession, being so undermined, as well being based on an earlier false confession, should be afforded no weight.[6]

24. Principal Mendez has known Respondent as a teacher since Principal Mendez began working at Watkins Elementary School in November 2010. Principal Mendez described Respondent as being "very patient, very calm, very well-liked by her peers." She has never witnessed Respondent being inappropriate or angry towards a student. Principal Mendez did not have any issues with Respondent – neither her behavior nor her performance – after Respondent returned to Watkins Elementary following her suspension. Respondent is currently teaching art at Watkins Elementary, not as a result of punishment but rather on account of her artistic talent.

25. Principal Mendez has known Respondent for approximately 15 years in a professional capacity, served on the school district's Professional Standards Committee[7] at the time of the events in question, and was present

[6] It is also worth noting that the Material Allegations state that A.C.'s mother had seen the marks on A.C.'s arm *over time*. Respondent's confession, at least the audible portions, contain only a confession to poking or scratching A.C. on *one* day, not over time.

[7] Principal Mendez explained that once an investigation such as the one at hand is complete, the information is brought before the Professional Standards Committee for review to determine whether there is cause or no cause; and, if there is cause, what discipline should

when Respondent was questioned by police. Thus, her perspective on the strength of Respondent's confession should be afforded great weight. According to Principal Mendez:

> [E]verything that Ms. Daniels said up until the police officer spoke to her, I one hundred percent believed the way she said it. I didn't have any reason not to believe that, based on all of my years of experience with Ms. Daniels.
>
> Once the police officer read her her rights and started speaking to her and asking her questions and became more persistent, her story changed.
>
> So it's hard for me to say would I have or would I have not given her a suspension [while sitting on the Professional Standards Committee to hear this case.] You know, there were cases that I listened to that we did and we didn't, depending on what the people said in their own defense as well, in front of us that day.

26. Suffice it to say that even Principal Mendez was not convinced by Respondent's confession, given the totality of what she knew of Respondent, A.C., A.C.'s mother who made the allegations, and what she had first-hand observed during Respondent's questioning by police.

27. Recalling that this case began with an allegation made by A.C.'s mother, the lack of follow-up from either of A.C.'s parents is striking. Principal Mendez called A.C.'s mother and father each on November 15 and 17, 2023, with no answer. She did not speak to them because the father's voicemail box was full, and the mother's voicemail box was not setup. Officer Andrieu attempted to contact A.C.'s mother but did not recall whether she or Officer Santiago were able to reach her.[8] Officer Andrieu did not recall a time

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be given, if any. For obvious reasons, Principal Mendez recused herself from this case when it was brought before the Professional Standards Committee.

[8] Officer Andrieu's incident report dated November 14, 2023, states that "[s]everal attempts were made to contact the juvenile victim's parent(s), by both law enforcement and the school staff, for a statement and signature for Victim Affidavit, and all were negative with contact."

when A.C.'s mother attempted to call her. Neither parent testified at the final hearing in this case.

28. To summarize the genesis of this case, the allegations against Respondent were made by the mother of a child with behavioral problems, and the child's mother wanted her child moved to a different class because Respondent was too strict. Neither of the child's parents followed up on the allegations. With the benefit of hindsight, the allegations were suspect at the outset.

29. To summarize the evidence in this case, neither the child nor his mother testified at the final hearing, which would have provided opportunity for assessment of their credibility and assessment of the effect that Respondent's combing of A.C.'s hair had on him. None of the student witnesses testified at the final hearing, which would have provided opportunity for assessment of their credibility. The allegations about the pushpins expressly noted visible physical injury, yet this case lacks proof of physical injury attributable to poking or scratching with pushpins, as opposed to a dog or a fall from a bike. For reasons explained above, Respondent's confessions should be afforded no weight. While it is clear that Respondent combed A.C.'s hair, there is insufficient proof that Respondent combed his hair as a punishment.

CONCLUSIONS OF LAW

30. DOAH has jurisdiction over the parties and subject matter of this case. §§ 120.569, 120.57(1), 1012.33(6)(a), and 1012.335, Fla. Stat. (2025).

31. Petitioner's Superintendent is responsible for directing the work of school personnel and is required to suspend instructional staff members during emergencies. § 1012.27(5)(a), Fla. Stat.

32. Petitioner has the ultimate authority to suspend instructional staff members. § 1012.22(1)(f), Fla. Stat.

33. As a teacher, Respondent was a member of the instructional staff who may only be suspended for just cause, as defined by rule of the State Board of Education. § 1012.33(1)(a) and (6)(a), Fla. Stat.; § 1012.335(4) and (5), Fla. Stat.

34. Petitioner bears the burden of proving the allegations in its Administrative Complaint by a preponderance of the evidence. *See McNeill v. Pinellas Cnty. Sch. Bd.*, 678 So. 2d 476 (Fla. 2d DCA 1996); *Allen v. Sch. Bd. of Dade Cnty.*, 571 So. 2d 568, 569 (Fla. 3d DCA 1990); and *Dileo v. Sch. Bd. of Dade Cnty.*, 569 So. 2d 883 (Fla. 3d DCA 1990).

35. Whether particular conduct constitutes a violation of the applicable statutes or rules "is a factual question to be decided in the context of the alleged violation." *See Langston v. Jamerson*, 653 So. 2d 489, 491 (Fla. 1st DCA 1995).

36. For the reasons stated above, Petitioner failed to demonstrate, by a preponderance of the evidence, that Respondent committed the acts as alleged in the Material Allegations within the Administrative Complaint.

37. As the unproven Material Allegations set forth in the Administrative Complaint are the facts on which just cause for Respondent's suspension is predicated, the evidence produced at the final hearing does not establish just cause to suspend Respondent without pay for five days.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Broward County School Board enter a final order dismissing the Administrative Complaint, rescinding its previous decision to suspend Respondent without pay for five days, and awarding Respondent back pay.

DONE AND ENTERED this 23rd day of December, 2025, in Tallahassee, Leon County, Florida.

Meredith Hinshelwood

MEREDITH C. HINSHELWOOD
Administrative Law Judge
DOAH Tallahassee Office

Division of Administrative Hearings
2001 Drayton Drive
Tallahassee, Florida 32311
(850) 488-9675
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 23rd day of December, 2025.

COPIES FURNISHED:

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(eServed)

David Chappell, General Counsel
(eServed)

Anastasios Kamoutsas, Commissioner of Education
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #8 - Blanche Ely HS, P.001646

REQUESTED ACTION:

Approve Change Order #8 in the amount of $264,227. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $264,227 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #8
The Morganti Group, Inc.
Wolfberg/Alvarez and Partners, Inc.
Blanche Ely High School, Pompano Beach
Project No. P.001646
ITB 16-192C

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**14,674,436**
Approved Add. Funding: (Item 1, 04/17/18)	$	7,310,000
New Funding Request:	$	0
Current Revised Budget:	**$**	**21,984,436**

Total Project Schedule Summary

-Notice to Proceed: 04/18/2018

-Current Projected Substantial Completion Date: 05/31/2026

-Current Projected Final Completion Date: 10/28/2026

Change Order Analysis

Consultant Error	0.12%
Consultant Omission	1.98%
Owner's Request	0.15%
Unforeseen	0.00%
Tax Savings from DOP	- 0.51%
Total	**1.74%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #8 in the amount of $264,227.

District-zone Impact: District 7

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work to install a new aluminum covered walkway between Building 14 and 17.

-If the Board votes "No": The Contractor will not be compensated for additional required to install a new aluminum covered walkway between Building 14 and 17 performed in good faith.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	18,241,000.00	835 Days
DIRECT OWNER PURCHASE(S):	$	(1,550,723.18)	0 Days
PREVIOUSLY APPROVED CO'S:	$	124,724.62	148 Days
CURRENT CO REQUEST:	$	264,227.00	0 Days
CURRENT REVISED CONTRACT:	$	**17,079,228.44**	**983 Days**

Status of Work:

The contract work is 99% complete. The project is expected to achieve Substantial Completion by May 31, 2026, and Final Completion by October 28, 2026. This is not the final change order for this Project.

Background/History
The scope of work for the project includes ADA Stage lift, gymnasium accessibility, outdoor dining renovation, fire sprinklers, IAQ and fascia replacement, media center improvements, STEM lab improvements, building envelope improvements which include re-roofing of Buildings 1, 2, 4, 10, 11, 17, 18, 20, 21 and HVAC improvements.

Change Order Items:
Item #1 – (COI #14) Installation of New Aluminum Covered Walkway Between Building 14 and 17: The initial contract documents specified a new ADA ramp for Building 17. The original design, featuring a perpendicular ramp and an aluminum canopy that connected Buildings 14 and 17, was altered. The new design is a switchback-style ramp, which removed the connecting canopy during the demolition of the old structure. The scope of work was therefore amended to include the installation of a new aluminum covered walkway to restore the connection between Buildings 14 and 17. The Contractor provided labor, material and equipment to install a new aluminum covered walkway between Buildings 14 and 17. (Consultant Omission – $264,227; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost AtkinsRealis. The above-referenced Change Order Item, COI #14, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work provided to install the new aluminum covered walkway between Building 14 and 17.

Financial Impact
The financial impact of this item is $264,227 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 14

Facility Name:	Blanche Ely High School	Date:	12.04.2025
Project Name:	Blanche Ely HS - SMART GOB Renovations	Project #	P.001646
Location No:	0361		
Contractor:	THE MORGANTI GROUP, INC. 1450 CENTREPARK BLVD - STE 260 WEST PALM BEACH,FL 33401	Reference Letter Dated:	

Description of Change:
Provide labor and material to install a new aluminum covered walkway between Buildings 14 and 17.

Attachments:

Reason For Change:
The original walkway cover was demolished, and a replacement is required per Florida Building Code.

Summary:
Total Credits and/or Added Costs: Add: $264,227.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Rafael Labrada 12.11.2025	Alicia Roa 12.11.2025	Chris Schiappa 12.11.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rafael Labrada	Alicia Roa	Chris Schiappa
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
WOLFBERG/ALVAREZ AND PARTNERS, INC.	THE MORGANTI GROUP, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
**Contingency Use Directive: 1				$ 97,141.00	0	0.53%					
P.001646	Blanche Ely HS - SMART Program Renovations	1	06.23.2020	$ 97,141.00	0	0.53%	The Morganti Group, Inc.	Unforeseen	Replacement of existing exterior masonry wall found to be un-reinforced and improperly supported from existing slab-on-grade. Work includes replacement of existing exterior masonry wall, doors, frames, hardware and associated wall mounted electrical components as well replacement of existing flooring damaged when existing wall partially collapsed due to its lack of proper foundation or support.	$ 18,241,000.00	04.18.2018
Change Order: 2				$ 22,630.00	0	0.12%					
P.001646	Blanche Ely HS - SMART Program Renovations	2	12.15.2020	$ 22,630.00	0	0.12%	The Morganti Group, Inc.	Consultant Error	During testing of the existing Air Handler System for units 14-1 and 14-2, it was discovered that feeders for one of the units was insufficient and would require a new set of feeders to supply cool air. Additionally, it was discovered that the load on the existing electrical panel was too great and would require alternate service for unit 14-2. As a result, labor, material, and equipment will be required to supply alternate feed and breakers to service Air Handling Units 14-1 and 14-2 and to provide overload protection for service switchboard MS.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 2				$ 89,453.00	0	0.49%					
P.001646	Blanche Ely HS - SMART Program Renovations	9	02.17.2021	$ 89,453.00	0	0.49%	The Morganti Group, Inc.	Unforeseen	Additional Labor and Materials for improvements within the locker room due to unforeseen Termite infestation. Allexisting MEP rough had to be re-done due to complete wall removal and replacement, overall renovation will also allowfor more accommodating ADA provisions within the showers and restroom area.	$ 18,241,000.00	04.18.2018
Change Order: 3				$ 71,305.00	148	0.00%					
P.001646	Blanche Ely HS - SMART Program Renovations	3	03.10.2021	$ 71,305.00	148		The Morganti Group, Inc.	Owner's Request	During the initial walkthrough with the District’s roof inspector, the existing kitchen supply and exhaust fans on the rooftop at Building 1 were determined to be in a state of dis-repair and slated for replacement. Inclusive of the new equipment replacement, roofing re-work after new curbs and stands are installed will also be required to complete this scope of work. Additional labor, material is required to replace the existing operational equipment on the roof.	$ 18,241,000.00	04.18.2018
Change Order: 4				$ 26,182.00	0	0.14%					
P.001646	Blanche Ely HS - SMART Program Renovations	4	05.18.2021	$ 26,182.00	0	0.14%	The Morganti Group, Inc.	Owner's Request	It was determined the relocation of the disconnects would provide a better waterproofing detail and longer overall installation lifespan during the pre-construction roofing walkthrough.	$ 18,241,000.00	04.18.2018
Change Order: 5				$ 40,348.00	0	0.22%					
P.001646	Blanche Ely HS - SMART Program Renovations	5	10.12.2021	$ 439.00	0	0.00%	The Morganti Group, Inc.	Owner's Request	The newly installed chiller system was tied into the existing switchgear, which was operating on a repair from 2014. To ensure safe energization of the new chiller system, it was determined that maintenance on the prior repair should be performed to ensure safe completion of the work. Therefore, the Contractor is to provide services of independent testing laboratory to perform a torque test on existing amp main breaker in existing switchboard.	$ 18,241,000.00	04.18.2018
P.001646	Blanche Ely HS - SMART Program Renovations	6	10.12.2021	$ 12,780.00	0	0.07%	The Morganti Group, Inc.	Consultant Omission	During electrical inspection in Bldg. 14, it was determined that the transformers and the existing electrical panels should be connected to the building’s ground system. Therefore, the Contractor is to provide additional labor and materials to install a new main grounding bus bar.	$ 18,241,000.00	04.18.2018
P.001646	Blanche Ely HS - SMART Program Renovations	7	10.12.2021	$ 27,129.00	0	0.15%	The Morganti Group, Inc.	Consultant Omission	During startup of the new chillers, it was discovered that the existing cooling towers were not designed or installed to support a lead lag system. Therefore, Contractor is to provide additional labor, material and equipment for new motorized valves for the cooling towers’ new valve sequence to complement the newly installed chiller system.	$ 18,241,000.00	04.18.2018
Change Order: 6				$ 704.00	0	0.00%					
P.001646	Blanche Ely HS - SMART Program Renovations	17	07.19.2022	$ 704.00	0	0.00%	The Morganti Group, Inc.	Owner's Request	The Contractor is to provide labor and materials for the replacement of a lower door hinge for the ADA lift in Building 14.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 4				$ 38,958.00	0	0.21%					
P.001646	Blanche Ely HS - SMART Program Renovations	3	01.17.2023	$ 38,958.00	0	0.21%	The Morganti Group, Inc.	Unforeseen	Labor, materials and equipment as required to install new /replacement framed gypsum board ceiling, including lighting, lighting control, and replacement of air distribution devices.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 5				$ 26,883.00	0	0.15%					
P.001646	Blanche Ely HS - SMART Program Renovations	4	01.17.2023	$ 26,883.00	0	0.15%	The Morganti Group, Inc.	Unforeseen	Labor, material and equipment necessary to install electrical service to replacement Panel "L", from Panel EDH14 via a new 45 KVA transformer and associated disconnect switch including related wiring and raceways. Furnish and install a new 125 Amp breaker in Panel J to serve stage equipment.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 6				$ 7,440.00	0	0.04%					
P.001646	Blanche Ely HS - SMART Program Renovations	7	01.17.2023	$ 7,440.00	0	0.04%	The Morganti Group, Inc.	Unforeseen	Labor and materials necessary to remove / replace damaged gypsum wallboard found during selective demolition as well as second layer of flooring materials.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 7				$ 30,180.00	0	0.17%					
P.001646	Blanche Ely HS - SMART Program Renovations	5	01.17.2023	$ 30,180.00	0	0.17%	The Morganti Group, Inc.	Unforeseen	Labor and material necessary to remove and replace existing wood framed demising wall between Mechanical Room and Fabrication STEM Lab with new sound rated partition. Labor and materials necessary to remove existing Electrical Room demising walls and replace with walls having a 2-hour fire rated construction.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 10				$ 2,978.00	0	0.02%					

P.001646	Blanche Ely HS - SMART Program Renovations	10	01.17.2023	$ 2,978.00	0	0.02%	The Morganti Group, Inc.	Unforeseen	Provide labor, materials and equipment necessary to place new slab-on-grade; apply stucco and paint finish to existing exterior building in areas at location where existing planter scheduled to be extended collapsed due lack of proper foundation. Negotiated amount includes credit for masonry and waterproofing work associated with expansion of the existing planter.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 12**				**$ 38,379.48**	**0**	**0.21%**					
P.001646	Blanche Ely HS - SMART Program Renovations	12	01.17.2023	$ 38,379.48	0	0.21%	The Morganti Group, Inc.	Unforeseen	Provide labor and materials necessary to remove existing wood framed partitions in Boys and Girls Locker Room in Building 14 found to be termite damaged, and to install temporary partitions to allow for use / occupancy of adjacent areas while demolition and remedial work is in progress. CUD excludes work associated with replacement of existing framing and installation of new finishes which will be covered by separate CUD once costs are fully negotiated.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 23**				**$ 43,531.63**	**0**	**0.24%**					
P.001646	Blanche Ely HS - SMART Program Renovations	11	01.17.2023	$ 43,531.63	0	0.24%	The Morganti Group, Inc.	Unforeseen	Provide labor, materials and equipment necessary to replace existing roof mounted disconnect switches identified during pre-roofing walkthrough as being in poor condition and requiring replacement	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 24**				**$ 3,205.00**	**0**	**0.02%**					
P.001646	Blanche Ely HS - SMART Program Renovations	12	01.17.2023	$ 3,205.00	0	0.02%	The Morganti Group, Inc.	Unforeseen	Provide labor, materails and equipment necessary to remove and replace existing rotted/ damaged floor framing members to provide adequate support for proposed stage lift.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 26**				**$ 14,474.59**	**0**	**0.08%**					
P.001646	Blanche Ely HS - SMART Program Renovations	13	01.17.2023	$ 14,474.59	0	0.08%	The Morganti Group, Inc.	Unforeseen	Provide additional labor and materials for the installation of illuminated exit signs and battery back-up emergency lights. Additional improvements are a result of the termite damage that necessitated complete renovate of the locker rooms.	$ 18,241,000.00	04.18.2018
Change Order: 7 (SCO)				**$ (93,343.39)**	**0**	**-0.51%**					
P.001646	Blanche Ely HS - SMART Program Renovations	8	02.21.2024	$ (93,343.39)	0	-0.51%	The Morganti Group, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($93,343.39).	$ 18,241,000.00	04.18.2018
Change Order: 8				**$ 264,227.00**	**0**	**1.45%**					
P.001646	Blanche Ely HS - SMART Program Renovations	14	Pending Board Approval 02.10.2026	$ 264,227.00	0	1.45%	The Morganti Group, Inc.	Consultant Omission	The initial contract documents specified a new ADA ramp for Building 17. The original design, featuring a perpendicular ramp and an aluminum canopy that connected Buildings 14 and 17, was altered. The new design is a switchback-style ramp, which removed the connecting canopy during the demolition of the old structure. The scope of work was therefore amended to include the installation of a new aluminum covered walkway to restore the connection between Buildings 14 and 17. The Contractor provided labor, material and equipment to install a new aluminum covered walkway between Buildings 14 and 17.	$ 18,241,000.00	04.18.2018
Grand Totals:				**$ 388,951.62**	**148**	**1.74%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #8
THE MORGANTI GROUP, INC.
Blanche Ely High School
P.001646

School Board Meeting: 02.10.2026

The financial impact of this item is $264,227.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/21/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #10 - Ramblewood ES, P.001725

REQUESTED ACTION:

Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99. District 4

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$57,231.99 change order requiring $75,000 additional funding from the Capital Projects Reserve, increasing the project budget from $4,740,131 to $4,815,131.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #10
IAT Insurance Group, Inc.
Nyarko Architectural Group, Inc.
Ramblewood Elementary School, Coral Springs
Project No. P.001725
ITB 19-151C

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**2,860,000**
Approved Add. Funding:	$	1,880,131
(JJ-2, 12/18/18); (JJ-3, 11/09/21); (JJ-10, 04/19/22); (JJ-3, 04/11/23); (JJ-4, 05/09/23); (JJ-3, 06/13/23) (JJ-9, 09/12/23); (JJ-18, 10/17/23); (JJ-10, 11/08/23)		
New Funding Request:	$	75,000
Current Revised Budget:	**$**	**4,815,131**

Total Project Schedule Summary

-Notice to Proceed: 04/08/2019

-ACTUAL Substantial Completion Date: 12/18/2024

-ACTUAL Final Completion Date: 01/24/2025

Change Order Analysis

Consultant Error	3.72%
Consultant Omission	10.72%
Owner's Request	0.00%
Unforeseen	2.05%
Tax Savings from DOP	- 0.55%
Total	**15.94%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99.

District-zone Impact: District 4

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to replace thirty-six (36) windows that are spec-compliant due to the initial window supplier going out of business.

-If the Board votes "No": The Contractor will not be compensated for additional work required to replace spec-compliant windows.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,245,144.00	365 Days
DIRECT OWNER PURCHASE(S):	$	(294,080.85)	0 Days
PREVIOUSLY APPROVED CO'S:	$	460,017.88	0 Days
CURRENT CO REQUEST:	$	57,231.99	0 Days
CURRENT REVISED CONTRACT:	$	**3,468,313.02**	**365 Days**

Status of Work:

The project is in the closeout phase. The project achieved Substantial Completion on December 18, 2024, and Final Completion on January 24, 2025.

Background/History
The scope of work for the project includes fire sprinklers, PE/athletic improvements, HVAC improvements, media center improvements, and building envelope improvements which include door and door hardware repair, exterior windows, interior finishes and improvements, re-roofing Building 85, roof repairs at Building 3, and stucco repair.

Change Order Items:
Item #1 – (COI #18) Replacement of Exterior Windows in Buildings 1 & 2: The original contractor was terminated for cause, and it was subsequently determined that Innovative Window Concepts (IWC), the subcontracted window supplier, had ceased operations. As a result, the only available alternative windows meeting project specifications were more expensive than those initially planned. This change order addresses the resulting cost increase for replacing thirty-six (36) exterior windows in Buildings 1 and 2, attributable to the closure of the contracted supplier after the bidding process. Therefore, the Contractor is to provide labor, material and equipment to replace thirty-six (36) exterior windows in Buildings 1 & 2. (Unforeseen – $57,231.99; Add 0 Days)

Other Item
Item #1 – Additional Funding Request: This item requests an allocation of $75,000 from the Capital Projects Reserve to ensure adequate funding for the expedited approval of forthcoming change orders in accordance with Policy 8000, and to authorize expenditures for ancillary work customarily associated with construction activities.

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI #18, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because the Superintendent's cumulative change order approval limit (10 percent of the Board approved construction contract) under Policy 8000 has been reached.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to replace thirty-six (36) windows

Financial Impact
The financial impact of this item is $57,231.99, $75,000 will be funded from the Capital Projects Reserve. This increases the project budget from $4,740,131 to $4,815,131.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 18

Facility Name:	Ramblewood Elementary School	Date:	11.13.2025
Project Name:	Ramblewood ES - SMART Program Renovations	Project #	P.001725
Location No:	2721		
Contractor:	ANATOM CONSTRUCTION COMPANY 490 BUSINESS PKWY - SUTE H ROYAL PALM BEACH,Florida 33411	Reference Letter Dated:	

Description of Change:
Provide labor, material and equipment to replace 36 exterior windows in Buildings #1 & #2.

Attachments:

Reason For Change:
Based on the design provided by the A/E, the contractor submitted the bid. However, the vendor has since gone out of business, and the GC now needs to find another subcontractor to complete the scope of work.

Summary:

Total Credits and/or Added Costs:	Add:	$57,231.99
	Deduct:	
The Contract Time will		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Max Borgen 11.20.2025	Michael Seminara 12.17.2025	Niveditha Pullalarevu 12.17.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Max Borgen	Michael Seminara	Niveditha Pullalarevu
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
NYARKO ARCHITECTURAL GROUP, INC.	ANATOM CONSTRUCTION COMPANY	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 109,103.00**	**0**	**3.36%**					
P.001725	Ramblewood ES - SMART Program Renovations	15	11.09.2021	$ 109,103.00	0	3.36%	ANATOM Construction Company	Consultant Error	Upon review of the permitted drawings, it was determined that the existing enclosed circuit breaker panel (ECB panel) at Building 1 does not have sufficient capacity to power the new chiller yard, in addition to the new HVAC system to be installed in Building 80. Therefore, labor, material, and equipment are required to upgrade to a new, larger ECB panel with increased capacity to support the increased load from the new chiller plant. This change is also inclusive of additional variable frequency drives (VFDs) and motor starters that were missed in the design drawings and are required for the full functionality of the systems designed to be installed in Building 80.	$ 3,245,144.00	04.08.2019
Change Order: 2				**$ 11,408.00**	**0**	**0.35%**					
P.001725	Ramblewood ES - SMART Program Renovations	11	04.19.2022	$ 3,878.00	0	0.12%	ANATOM Construction Company	Unforeseen	This Change order to the contractor for cost increase of replacement bard units to be installed.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	13	04.19.2022	$ 2,110.00	0	0.07%	ANATOM Construction Company	Consultant Error	The Contractor is to provide additional labor and material to replace existing panel M1 circuit breakers in Building 2 with new resized circuit breakers.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	19	04.19.2022	$ 5,420.00	0	0.17%	ANATOM Construction Company	Unforeseen	The Contractor is to provide additional labor and material to fill existing CMU block cells to obtain solid bases for eleven windowsills in Building 1	$ 3,245,144.00	04.08.2019
Change Order: 3				**$ 9,412.00**	**0**	**0.29%**					
P.001725	Ramblewood ES - SMART Program Renovations	23	09.13.2022	$ 9,412.00	0	0.29%	Beacon Consulting Group, Inc.	Consultant Error	The Contractor is to provide additional labor, materials and equipment to install a 200A 3P fused disconnect at chiller #3.	$ 3,245,144.00	04.08.2019
Change Order: 4				**$ 27,026.00**	**0**	**0.83%**					
P.001725	Ramblewood ES - SMART Program Renovations	25	04.11.2023	$ 27,026.00	0	0.83%	Beacon Consulting Group, Inc.	Consultant Omission	During construction it was discovered that the height of the specified chiller was higher than anticipated resulting in a redesign of the chiller enclosure to increase the height of the wall. Additionally, the pump slabs were enlarged for clearance. The Contractor is to provide additional labor, materials, and equipment for structural changes to the chiller enclosure.	$ 3,245,144.00	04.08.2019
Change Order: 5				**$ 47,901.00**	**0**	**1.48%**					
P.001725	Ramblewood ES - SMART Program Renovations	1	05.09.2023	$ 17,479.00	0	0.54%	Beacon Consulting Group, Inc.	Consultant Omission	It was determined during construction that the existing wall and ceiling required structural reinforcements. Additionally, the construction style of the partition wall in ceiling required removal and replacement to necessitate additional efforts in demolition. Therefore, the Contractor is to provide labor, material and equipment to install new wall and ceiling framing system in Building 1's Restrooms and Media Center.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	10	05.09.2023	$ 30,422.00	0	0.94%	Beacon Consulting Group, Inc.	Consultant Omission	During construction it was discovered that the field condition required an additional steel angle along the perimeter of opening to support metal deck to block-in opening. Therefore, the Contractor is to provide labor, material and equipment to install additional steel angle required to support metal deck to block-in opening of skylight.	$ 3,245,144.00	04.08.2019
Change Order: 6				**$ 103,287.00**	**0**	**3.18%**					
P.001725	Ramblewood ES - SMART Program Renovations	21	06.13.2023	$ 95,028.00	0	2.93%	IAT Insurance Group, Inc.	Consultant Omission	During construction it was discovered Building 1 required penetration of Gypsum ceiling above acoustical ceiling tile to hang a horizontal fire sprinkler system. Additionally, due to the obstruction of mechanical, electrical and plumbing (MEP) systems attached to the secondary ceiling, additional sprinkler heads were required. The Contractor is to provide labor, material and equipment to reseal and maintain smoke barrier ceiling as well as installing sixty-three (63) additional sprinkler heads	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	24	06.13.2023	$ 8,259.00	0	0.25%	IAT Insurance Group, Inc.	Consultant Omission	During construction it was discovered that an existing window was damaged. The Contractor is to provide labor, material and equipment to replace an existing window in Building 2.	$ 3,245,144.00	04.08.2019
Change Order: 7				**$ 31,808.00**	**0**	**0.98%**					
P.001725	Ramblewood ES - SMART Program Renovations	26	09.12.2023	$ 31,808.00	0	0.98%	IAT Insurance Group, Inc.	Consultant Omission	During installation of the new chiller pumps, it was determined that the existing chiller enclosure requires more clearance. Therefore, the Contractor is to provide labor, material, and equipment to extend the clearance to accommodate new pumps for Building 2.	$ 3,245,144.00	04.08.2019
Change Order: 8				**$ 137,867.73**	**0**	**4.25%**					
P.001725	Ramblewood ES - SMART Program Renovations	6	12.12.2023	$ 82,147.73	0	2.53%	IAT Insurance Group, Inc.	Consultant Omission	This change order is for the costs associated with the installation of temporary cooling systems in Buildings 2 and 80 to comply with the fresh air requirements outlined by the 2017 Florida Building Code. The installation of temporary cooling in Building 80 has been completed. The installation of temporary cooling in Building 2 will commence following approval of this change order.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	18	12.12.2023	$ 55,720.00	0	1.72%	IAT Insurance Group, Inc.	Consultant Omission	The new electrical circuit breaker panel feeding the chiller yard had to be relocated to an adjacent exterior wall of Building 1 to comply with clearance requirements. The Contractor provided labor, equipment, and material for the trenching, underground conduit installation, new feeder, testing, backfilling, sodding, and fencing repair related to the installation of the above-referenced electrical panel.	$ 3,245,144.00	04.08.2019
Change Order: 9 (SCO)				**$ (17,794.85)**	**0**	**-0.55%**					
P.001725	Ramblewood ES - SMART Program Renovations	4	01.27.2025	$ (17,794.85)	0	-0.55%	IAT Insurance Group, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($17,794.85).	$ 3,245,144.00	04.08.2019
Change Order: 10				**$ 57,231.99**	**0**	**1.76%**					
P.001725	Ramblewood ES - SMART Program Renovations	18	Pending Board Approval 02.10.2026	$ 57,231.99	0	1.76%	IAT Insurance Group, Inc.	Unforeseen	The original contractor was terminated for cause, and it was subsequently determined that Innovative Window Concepts (IWC), the subcontracted window supplier, had ceased operations. As a result, the only available alternative windows meeting project specifications were more expensive than those initially planned. This change order addresses the resulting cost increase for replacing thirty-six (36) exterior windows in Buildings 1 and 2, attributable to the closure of the contracted supplier after the bidding process. Therefore, the Contractor is to provide labor, material and equipment to replace thirty-six (36) exterior windows in Buildings 1 & 2.	$ 3,245,144.00	04.08.2019
Grand Totals:				**$ 517,249.87**	**0**	**15.94%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #10
ANATOM CONSTRUCTION COMPANY
Ramblewood Elementary School
P.001725

School Board Meeting: 02.10.2026

The financial impact of this item is $57,231.99

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

Funds in the amount of $75,000.00 will come from the Capital Projects Reserve. This changes the project from $4,740,131.00 to $4,815,131.00

This item requests an allocation of $75,000 from the Capital Projects Reserve to ensure adequate funding for the expedited approval of forthcoming change orders in accordance with Policy 8000, and to authorize expenditures for ancillary work customarily associated with construction activities.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #21 - McArthur HS, P.001954

REQUESTED ACTION:

Approve Change Order #21 in the amount of $114,898.92. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $114,898.92 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #21
James B. Pirtle Construction Company, Inc.
Rodriguez Architects, Inc.
McArthur High School, Hollywood
Project No. P.001954
ITB FY21-163

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**15,811,496**
Approved Add. Funding: (JJ-13, 10/17/23)	$	26,859,831
New Funding Request:	$	0
Current Revised Budget:	**$**	**42,671,327**

Total Project Schedule Summary

-Notice to Proceed: 02/28/2024

-Current Projected Substantial Completion Date: 02/15/2027

-Current Projected Final Completion Date: 07/15/2027

Change Order Analysis

Consultant Error	0.31%
Consultant Omission	0.08%
Owner's Request	- 0.71%
Unforeseen	2.22%
Tax Savings from DOP	0.00%
Total	**1.90%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #21 in the amount of $114,898.92.

District-zone Impact: District 1

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work to replace the affected feeder wires and restore a safe power supply.

-If the Board votes "No": The Contractor will not be compensated for additional required to replace the affected feeder wires and restore a safe power supply.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	30,556,227.00	650 Days
DIRECT OWNER PURCHASE(S):	$	(1,082,344.29)	0 Days
PREVIOUSLY APPROVED CO'S:	$	116,480.73	0 Days
CURRENT CO REQUEST:	$	114,898.92	0 Days
CURRENT REVISED CONTRACT:	$	**29,705,262.36**	**650 Days**

Status of Work:

The construction phase is 95% complete. The project is expected to achieve Substantial Completion by February 15, 2027, and Final Completion by July 15, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes building envelope improvements, electrical improvements, fire sprinklers, HVAC improvements, media center improvements, safety/security upgrade and STEM lab improvements.

Change Order Items:
Item #1 – (COI #35) Replacement of Existing Feeder Wires: During construction, the existing feeder wires supplying power to Building 4 - located between the manhole adjacent to Building 23 and the electrical room in Building 22 - were identified as damaged, posing safety concerns for the surrounding area. Accordingly, the Contractor is required to provide all necessary labor, materials, and equipment to replace the affected feeder wires and restore safe power supply. (Unforeseen – $114,898.92; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost AtkinsRealis. The above-referenced Change Order Item, COI #35, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work to replace the affected feeder wires and restore safe power supply.

Financial Impact
The financial impact of this item is $114,898.92 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 35

Facility Name:	McArthur High School	Date:	12.18.2025
Project Name:	McArthur HS - SMART Program Renovations	Project #	P.001954
Location No:	0241		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Provide labor, material and equipment to replace the existing feeder wires that provide power to Building 4 between the manhole by Building 23 to the electrical room in Building 22.

Attachments:

Reason For Change:
The existing feeders were found damaged, which compromised the safety of the surrounding area.

Summary:
Total Credits and/or Added Costs: Add: $114,898.92
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Rosi Cutrone 01.15.2026	Alexander Panesso 01.15.2026	Imad Younes 01.15.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rosi Cutrone	Alexander Panesso	Imad Younes
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
RODRIGUEZ ARCHITECTS, INC.	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1 (SCO)				**$ 1,389.00**	**0**	**0.01%**					
P.001954	McArthur HS - SMART Program Renovations	3	09.05.2024	$ 1,389.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	During construction, it was discovered that several of the wooden wall features on Building 9 were missing or have faded paint. The repair and/or replacement of these features were not in the Contractor's scope of work. The Contractor was directed by District staff to keep the exterior pattern, but to replace the tiles that had fallen.	$12,161,076.00	02.28.2024
Change Order: 2 (SCO)				**$ 8,746.00**	**0**	**0.07%**					
P.001954	McArthur HS - SMART Program Renovations	8	12.02.2024	$ 8,746.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Owner's Request	During the bid process, an addendum was issued directing the Contractor to exclude all light fixtures from the project, except for Buildings 1 and 2. However, Building 5 required new light fixtures in the new renovated restrooms, mechanical rooms, and electrical rooms.	$12,161,076.00	02.28.2024
Change Order: 3 (SCO)				**$ 17,732.00**	**0**	**0.15%**					
P.001954	McArthur HS - SMART Program Renovations	4	12.19.2024	$ 12,742.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon the start of the painting job, several exterior wall features were found missing, replacement was required to keep the same design pattern. Provide labor, material and equipment to replace the missing exterior wall features in building#19.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	9	12.19.2024	$ 4,990.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Unforeseen	This document has been prepared to illustrate the cost for the additional work. During the installation of the new drainage for Bldg. 10, it was discovered that the existing catch basin shown with 12" invert was a 12" inline drain. This unforeseen condition was sent to the EOR. To provide labor, material and equipment to install new light 18" Nyloplast drain per RFI 141 response from EOR	$12,161,076.00	02.28.2024
Change Order: 4 (SCO)				**$ 20,000.00**	**0**	**0.16%**					
P.001954	McArthur HS - SMART Program Renovations	5	01.27.2025	$ 20,000.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Unforeseen	Existing drain line where the new drain line tie-in, was found collapsed, corroded and does not drain. Provide labor, material and equipment to cure concrete, install new drain line and to restore existing construction.	$12,161,076.00	02.28.2024
Change Order: 5 (SCO)				**$ (9,146.00)**	**0**	**-0.08%**					
P.001954	McArthur HS - SMART Program Renovations	10	01.29.2025	$ (9,146.00)	0	-0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	The media center does not require any new infrastructure work, and the existing electrical and data systems meet the needs of the media center layout as well as all IT technology requirements. Therefore, a credit has been provided for the electrical work associated with Building 5, Room 501, per ASI #8.	$12,161,076.00	02.28.2024
Change Order: 6 (SCO)				**$ (33,828.00)**	**0**	**-0.28%**					
P.001954	McArthur HS - SMART Program Renovations	11	02.11.2025	$ (33,828.00)	0	-0.28%	James B. Pirtle Construction Company, Inc.	Owner's Request	The existing doors hardware are well maintained by the school's maintenance department and they function properly, therefore, it was recommended to descope the hardware replacement. Provide credit for hardware descope of Building 18 and 19 per ASI #11.	$12,161,076.00	02.28.2024
Change Order: 7 (SCO)				**$ 18,846.00**	**0**	**0.15%**					
P.001954	McArthur HS - SMART Program Renovations	12	03.19.2025	$ 18,846.00	0	0.15%	James B. Pirtle Construction Company, Inc.	Unforeseen	The existing feeder wires from Panel LDP to Panel P-5 did not meet the minimal megger requirements, conduit and feeders need to be replaced. Provide Labor, material and equipment to install new conduit and feeders from panel LDP at Building 21 to panel P-5 at Building 23.	$12,161,076.00	02.28.2024
Change Order: 8 (SCO)				**$ 7,669.00**	**0**	**0.06%**					
P.001954	McArthur HS - SMART Program Renovations	13	03.19.2025	$ 7,669.00	0	0.06%	James B. Pirtle Construction Company, Inc.	Unforeseen	During the installation of the new fire water line for Bldg. 2, it was discovered that the existing water line shown in the plans does not exists in the field, and an existing duct bank creating elevation conflicts. In addition, a wet tap is required because there is no visible water shut down valves. Provide labor, materials and equipment to install pipe deflections, additional excavation and perform a wet tap.	$12,161,076.00	02.28.2024
Change Order: 9 (SCO)				**$ 19,939.00**	**0**	**0.16%**					
P.001954	McArthur HS - SMART Program Renovations	17	04.15.2025	$ 19,939.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Consultant Error	After laying out the new restrooms and janitors' room, the dimensions called in the plans could not meet the clearance requirements, therefore, reconfiguration was needed. Provide labor, material and equipment to reconfigure the layout of the new restrooms in Building 5.	$12,161,076.00	02.28.2024
Change Order: 10 (SCO)				**$ 8,572.00**	**0**	**0.07%**					
P.001954	McArthur HS - SMART Program Renovations	16	05.12.2025	$ 8,572.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Unforeseen	Existing underground irrigation lines, water lines and dry well were found in conflict with the installation of the new stormwater drainage. Provide labor and equipment to remove and reinstall unforeseen underground pipes and structures east of Building 1.	$12,161,076.00	02.28.2024
Change Order: 11 (SCO)				**$ 16,169.00**	**0**	**0.13%**					
P.001954	McArthur HS - SMART Program Renovations	11	07.14.2025	$ 16,169.00	0	0.13%	James B. Pirtle Construction Company, Inc.	Unforeseen	The original scope was to build a chase wall adhered to the existing wall for noise control. The existing wall did not match the As-Built in that it was not a full height partition (did not extend to the deck), so an acoustical wall was needed to meet with the required Sound Transmission Class (STC) rating. Provide labor and material to build an acoustical wall in lieu of a chase wall in the mechanical room at building#5.	$12,161,076.00	02.28.2024
Change Order: 12 (SCO)				**$ 17,416.00**	**0**	**0.14%**					
P.001954	McArthur HS - SMART Program Renovations	14	07.14.2025	$ 9,121.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon excavation for new drainage installation, a main water line that serves Bldg. 1 was found corroded and leaking from multiple places, which required replacement. Provide labor, material and equipment to replace the rusted and leaking water line found during the excavation to install the drainage system west of Building 1.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	18	07.14.2025	$ 4,999.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Unforeseen	This document has been prepared to illustrate the cost for the additional work resulting from response to RFI 105. Upon excavation for to uncover the existing 12" drainpipe, indicated in sheet C3 of the contract documents, it was found that there was no existing 12" pipe shown. Exploratory excavation was conducted to check if the pipe was installed in an alternate location. Instead, unforeseen conditions of existing smaller drainage pipes were uncovered. To provide labor, material and equipment required to perform the exploratory excavations and restoration of disturbed areas.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	23	07.14.2025	$ 3,296.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Unforeseen	The original scope of work was to tie into the existing dampers. however the damper were missing. The installation of new dampers was required. Provide labor, material and equipment to install 3 fire dampers.	$12,161,076.00	02.28.2024
Change Order: 13 (SCO)				**$ 2,305.20**	**0**	**0.02%**					
P.001954	McArthur HS - SMART Program Renovations	25	08.27.2025	$ 2,305.20	0	0.02%	James B. Pirtle Construction Company, Inc.	Unforeseen	The water heater's piping didn't exist above ceiling as the as-built showed, installation was needed to provide hot water to the custodian closet along with a table to support the water heater. Provide labor, material and equipment for water heater piping and table installation	$12,161,076.00	02.28.2024
Change Order: 14 (SCO)				**$ (53,306.00)**	**0**	**-0.44%**					
P.001954	McArthur HS - SMART Program Renovations	22	10.29.2025	$ (53,306.00)	0	-0.44%	James B. Pirtle Construction Company, Inc.	Owner's Request	Due to the doors good condition the replacement was not needed. Provide labor and material to refurbish the door frame stops, in Lieu of full door replacement at Building #2.	$12,161,076.00	02.28.2024
Change Order: 15 (SCO)				**$ 30,726.54**	**0**	**0.25%**					
P.001954	McArthur HS - SMART Program Renovations	21	11.12.2025	$ 30,726.54	0	0.25%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon the installation of the 3 roof top units, no structural support was found, due to such condition additional steel angles were needed to be installed. Provide materials, labor and equipment to furnish building 10 roof top units steel supports.	$12,161,076.00	02.28.2024
Change Order: 16 (SCO)				**$ 4,298.00**	**0**	**0.04%**					
P.001954	McArthur HS - SMART Program Renovations	34	12.02.2025	$ 4,298.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	This document has been prepared to show the cost of labor and materials to install the roof downspout connection detail to the underground drainage, as indicated in th revised sheet A8.1. The connection details were not indicated in the contract documents. Provide equipment, labor and material to install the roof downspout connection detail to the underground drainage.	$12,161,076.00	02.28.2024
Change Order: 17 (SCO)				**$ 5,424.00**	**0**	**0.04%**					
P.001954	McArthur HS - SMART Program Renovations	18	12.09.2025	$ 5,424.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The designed routing for the new rainwater leaders conflicted with existing beams and a window. re-routing was required. Provide labor and material to re-route the rainwater leader in Bldg. 1.	$12,161,076.00	02.28.2024
Change Order: 18 (SCO)				**$ 25,435.00**	**0**	**0.21%**					
P.001954	McArthur HS - SMART Program Renovations	31	12.09.2025	$ 7,730.00	0	0.06%	James B. Pirtle Construction Company, Inc.	Unforeseen	The structural framing required to support the new storefront window system was missing. Provide labor and material to add structural framing to the south parapet wall in building 1.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	33	12.09.2025	$ 17,705.00	0	0.15%	James B. Pirtle Construction Company, Inc.	Consultant Error	Louvered doors were required to maintain adequate air circulation. Provide labor, material and equipment to remove the newly replaced doors and replaced with four new louvered doors at building 27.	$12,161,076.00	02.28.2024
Change Order: 19 (SCO)				**$ 1,872.78**	**0**	**0.02%**					
P.001954	McArthur HS - SMART Program Renovations	36	Pending Superintendent Signature	$ 1,872.78	0	0.02%	James B. Pirtle Construction Company, Inc.	Unforeseen	To avoid moisture in the mechanical room in Bldg. 2. metal covers were required to be installed on the louvered door. Provide labor and material to install metal covers and insulation to the existing louvered doors in the mechanical room in Bldg. 2.	$12,161,076.00	02.28.2024
Change Order: 20 (SCO)				**$ 6,221.21**	**0**	**0.05%**					
P.001954	McArthur HS - SMART Program Renovations	28	Pending Superintendent Signature	$ 6,221.21	0	0.05%	James B. Pirtle Construction Company, Inc.	Unforeseen	During construction, it was discovered that the water heater in Building 1 is nonfunctional, therefore a replacement is required. Provide labor and material to replace the water heater in Building 1.	$12,161,076.00	02.28.2024
Change Order: 21				**$ 114,898.92**	**0**	**0.94%**					
P.001954	McArthur HS - SMART Program Renovations	28	Pending Board Approval 02.10.2026	$ 114,898.92	0	0.94%	James B. Pirtle Construction Company, Inc.	Unforeseen	During construction, the existing feeder wires supplying power to Building 4—located between the manhole adjacent to Building 23 and the electrical room in Building 22—were identified as damaged, posing safety concerns for the surrounding area. Accordingly, the Contractor is required to provide all necessary labor, materials, and equipment to replace the affected feeder wires and restore safe power supply.	$12,161,076.00	02.28.2024
Grand Totals:				**$ 231,379.65**	**0**	**1.90%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #21
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
McArthur High School
P.001954

School Board Meeting: 02.10.2026

The financial impact of this item is $114,898.92

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #22 - South Broward HS, P.001838

REQUESTED ACTION:

Approve Change Order #22 granting 295 additional calendar days. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #22
Johnson-Laux Construction, LLC
LIVS Associates, LLC
South Broward High School, Hollywood
SMART Program Renovations
Project No. P.001838
ITB FY20-154

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget: $ 5,952,000
Approved Add. Funding:$ 7,666,657
(JJ-1,08/19/20); (JJ-9, 01/23/24)
(Jj-5, 02/21/24); (Capital Fund Amd);
(JJ-16, 03/11/25); (JJ-14, 04/15/25);
(JJ-21, 07/22/25); (JJ-8, 09/16/25)
New Funding Request: $_____
Current Revised Budget: $ 13,618,657

Total Project Schedule Summary

-Notice to Proceed: 12/28/2020

-Current Planned Substantial Completion: 07/31/2026

-Current Planned Final Completion: 12/28/2026

Change Order Analysis

Consultant Error	3.25%
Consultant Omission	7.53%
Owner's Request	0.96%
Unforeseen	-8.23%
Tax Savings from DOP	0.00%
Total	3.51%

Board Meeting Date: February 10, 2026

Recommended Action
Approve Change Order #22 which includes 295 days.

District-zone Impact: District 1

Impact if the Board Voted Yes or No
-If the Board votes "Yes": The Contractor will be granted 295 days of delays that were beyond its control.
-If the Board votes "No": The Contractor will be unfairly assessed for delays to the project that were beyond its control.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	8,275,545.00	530 Days
DIRECT OWNER PURCHASE(S):	$	(1,424,589.02)	0 Days
PREVIOUSLY APPROVED CO'S:	$	290,018.87	1,174 Days
CURRENT CO REQUEST:	$	0.00	295 Days
CURRENT REVISED CONTRACT:	$	**7,140,974.85**	**1,999 Days**

Status of Work:
The construction phase is 98% complete. The project is expected to achieve Substantial Completion by July 31, 2026, and Final Completion by December 28, 2026. This is not the final change order for this Project.

Background/History
The scope of work for the project includes ADA renovations related to educational adequacy, electrical improvements, HVAC improvements, STEM lab improvements, and building envelope improvements.

Change Order Items:
Item #1 - (COI #73) Time Extension Request Due to Additional Scope Associated with Electrical Duct Heaters: The 170-day delay is primarily due to an expanded scope involving Electrical Duct Heaters (EDHs) in Buildings 2, 9, and 10, classified as a Consultant Error. This additional work necessitated longer lead times, extended installation durations, and meticulous activity sequencing. Despite proactive coordination to expedite approvals and material releases, this scope remains ongoing and has impacted the project's critical path. The original bid included a fire-resistive wall installation between classroom 612 and the corridor; however, during demolition, the Contractor discovered that the exterior face of the classroom wall was constructed with metal lath and stucco. This unexpected condition resulted in a further 125-day delay, also affecting the project's critical path. (Unforeseen - $0.00; Add 125 Days)(Consultant Error - $0.00; Add 170 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Items, COI #73, was recommended for approval by the Change Order Review Panel (CORP). **This change order is being presented for School Board approval because the financial impact of the associated delays, if converted to liquidated damages, would exceed the Superintendent's approval limit of $100,000 per change order, as established by Policy 8000.**

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is granted days for delays that were beyond its control.

Financial Impact
There is no financial impact to the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 73

Facility Name:	South Broward High School	Date:	12.11.2025
Project Name:	South Broward HS - SMART Program Renovations	Project #	P.001838
Location No:	0171		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
Time extension request.

Attachments: _____

Reason For Change:
The delay is caused due to the additional scope associated with the Electrical Duct Heaters (EDHs) in Buildings 2,9,10, and 11. Based on the Time Impact Analysis, the results indicate a total delay of 125 calendar days classified as Unforeseen and 170 calendar days attributed to AE-related impacts.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will be Increased by: 295 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Terrell Washington 01.07.2026	Antonio Osteicoechea 01.07.2026	Maxim Liubenco 01.08.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Terrell Washington	Antonio Osteicoechea	Maxim Liubenco
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
LIVS ASSOCIATES, LLC	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings
See Above

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001838, South Broward High School

Reference: PCO #73

December 10, 2025

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Ibrahim Haider Project Controls Analyst	Clay McKenna Program Controls Area Manager		

Revision History

Revision	Revision date	Details
00	10-Dec-25	Original Version

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001838
School:	South Broward High School
Contractor:	Johnson-Laux Construction, LLC
Architect/Engineer (A/E):	LIVS Associates, LLC
Contract Details	
Scope of Work:	The project scope includes roofing, windows, exterior walls, fire alarm, mechanical, safety and security upgrades, and lab improvements
Project NTP Date:	28-Dec-20
Period of Performance:	530 Calendar Days
Original SC Date:	10-Jun-22
Approved Time Extensions:	1174 Calendar Days
Current SC Date:	25-Aug-25
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-73 Time Extension Request Analysis
Date Submitted by Contractor:	20-Nov-25
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO #73

On 20-Nov-25, the Contractor submitted PCO #73, requesting an excusable extension of 294-day to the Substantial Completion (SC) date of 27-Aug-25. The Contractor asserts that installation of additional Electrical Duct Heater in Building # 2, 9 &10 continues to impact the SC. The Contractor also asserts that an unforeseen condition prevented installation of fire rated wall in Building #6.

Both delays are currently in progress and as of the date of this writing the exact impact remains uncertain. The Contractor forecasted date of 18-Jun-26 to pass final inspection related to Electrical Duct Heater is reasonable as the work must be performed sequentially. The Contractor must finish the duct work in Building #2 before they can proceed to Building #9 and so on. The work associated with Fire rated wall is expected to conclude on 30-Dec-25. These dates serve as provisional end points for assessing the potential schedule impacts of these delays.

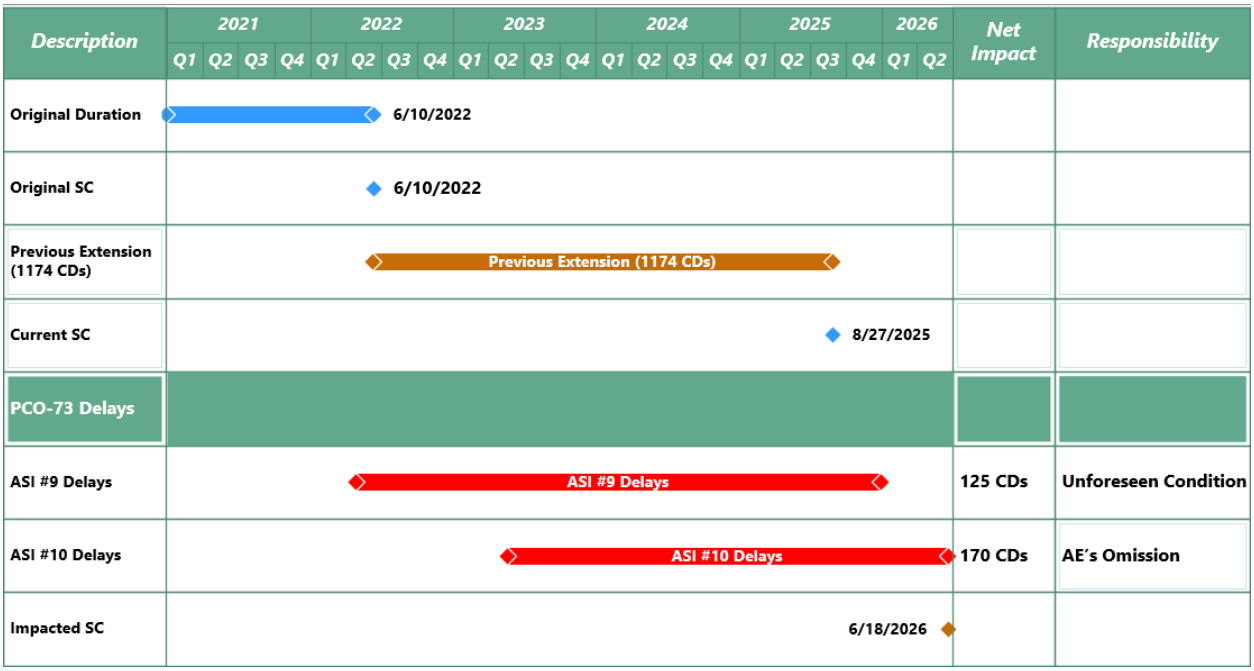
The Analyst recommends granting an excusable, non-compensable time extension of 295 days to the SC. The delays that impacted the SC were beyond the Contractor's control, resulted from AE's omission and unforeseen conditions discovered during demolition.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #73 along with project records, consulted the Project Manager and conducted an independent TIA and recommends,

- Granting an excusable, non-compensable time extension of 295 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

Graph 1 – PCO-73 Delays



2.3 Justification for Recommendation

- **Fire-Rated Wall Issue (ASI #9)**
  - On 26-April-22, the Contractor submitted RFI #46 requesting AE's clarification regarding a fire-resistive wall between classroom 612 and the corridor. This wall shown in the plans was not present in the field and was subsequently added to the project scope through ASI #9. The Building Department approved ASI #9 on 07-Mar-25.
  - On 14-Aug-25, during demolition, the Contractor discovered that the exterior face of the classroom wall was finished with metal lath and stucco, whereas ASI #9 called for fire-shield gypsum board. This unforeseen condition prevented installation of the wall for a while. The Contractor has not completed the work yet.
  - For evaluation purposes, a conditional end date of 30-Dec-25 for this delay results in an estimated 125-day impact to the SC attributable to an unforeseen condition.
- **Mechanical Scope Revision (ASI #10)**
  - On 18-May-23, the Contractor submitted RFI #93 followed by RFI #144 notifying AE of discrepancies between site condition and original plans. The discrepancies resulted in the issuance of ASI #10, which added mechanical scope to bring the mechanical system into code compliance. The Building Department approved ASI #10 on 15-Nov-25.
  - The Contractor has not commenced the work due to long-lead procurement of required components. A provisional end date of 18-Jun-26 for the delay independently impacts the SC by 295 days.
  - Because the delay associated with ASI #10 is partially concurrent with the ASI #9 delay, the remaining 170 days (295 – 125) are attributed to the AE for the omission of electrical duct heaters in the original plans.
- **Current Status if Delays:**
  - Both delays associated to ASI #9 and ASI #10 are on-going, and their exact impacts are not yet known. The end dates for these delays are provisional, and the TIA may be revised once the actual impacts become known.
- The Analyst does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The contract is subject to no damage for delay clause which is enforceable except in the case of fraud, bad faith or active interference by the Owner which is not the cause of the delay in question.

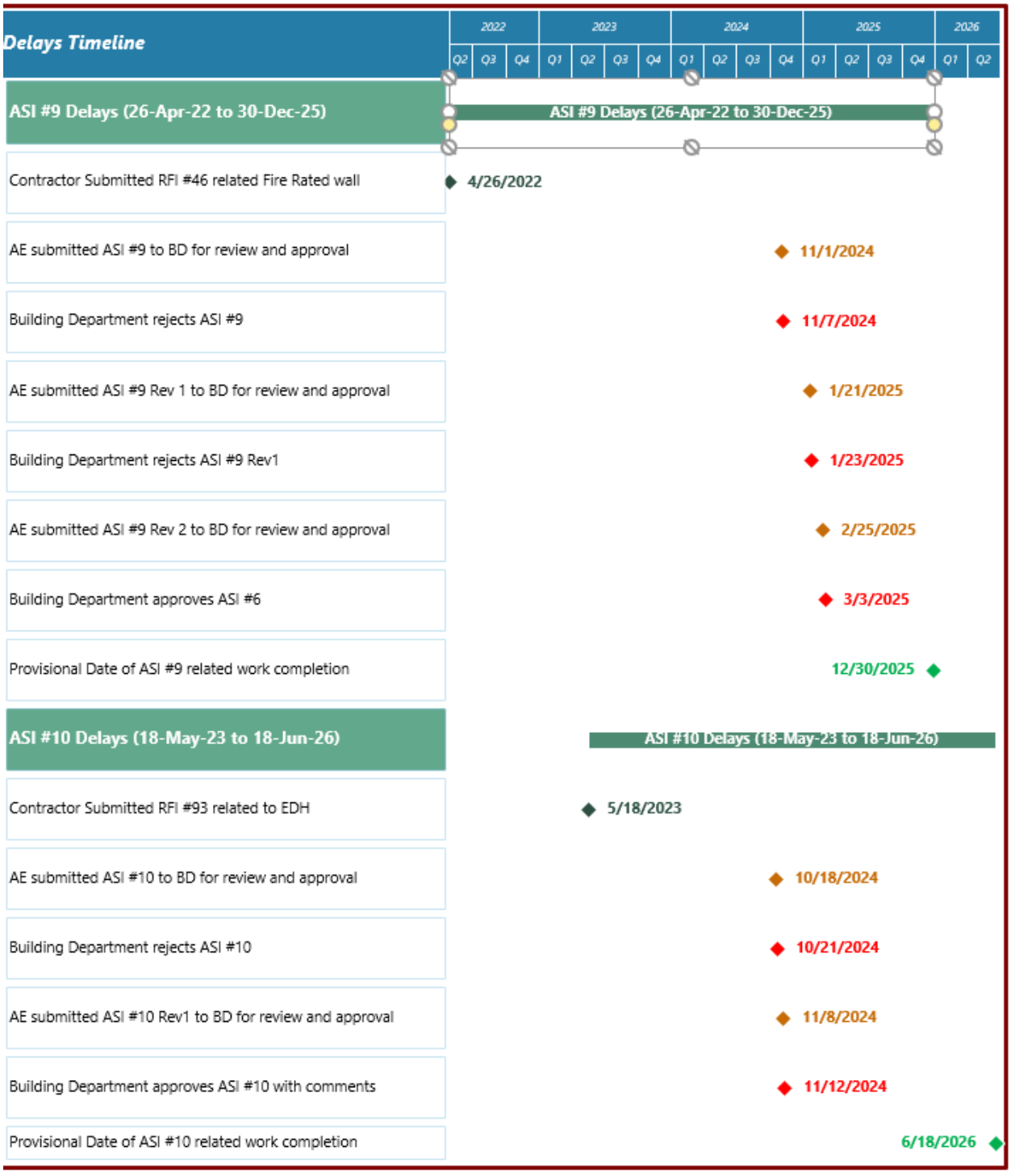
3. Background & Submission

3.1 Project Background

1. NTP was issued on 28-Dec-20. The original Contract duration was 530 days from NTP to SC, and an additional 30 days from SC to FC, 560 days total.
2. A previous time extension of 1174 days was granted to the Contractor through PCO #7&52 and there are no pending time extensions in review.

3.2 Delay Timeline

Graph 2 – PCO-73 Delays



3.3 Summary of Contractor's TIA

1. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation. The Contractor alleges below delays which impacted the SC,

   a. The Contractor mentions delay due to Building #2 auditorium framing inspection that led to ASI #18.

   b. The Contractor also mentions delays due to electrical duct heaters in building 2, 9 and 10.

c. The Contractor mentions an unforeseen condition during demolition in Building #6 that led to ASI #9 which is an ongoing delay.

2. The Contractor has submitted baseline as pre-impact schedule with a data date of 28-Dec-20 with activities completed in 2024.
3. The post-impact schedule (data date: 28-Dec-20) indicates a projected Substantial Completion date of 13-Aug-24 which had a date constraint of 22-Jun-22, representing a 564-day delay.
4. The Contractor has added a fragnet into their post-impact schedule showing both start and finish dates beyond the data date of 28-Dec-20
5. Most of the fragnets in post-impact schedule are not relevant to PCO #73

3.4 Files Reviewed

1. P.001838 Notice to Proceed
2. P.001838 - South Broward HS - Delay Narrative 251111
3. PCO-00073 - CPCOCUD 73 - CO#73 -Time Extension (3rd, for 179 days) - 1250b
4. TIA Pre-Impact 250904
5. TIA Post-Impact 251111
6. 01250d Proposal Worksheet Summary

4. Analysis

4.1 Quantitative

1. The Analyst used AACE Recommended Practice MIP 3.6 per RP29R-03 and a validation review of the Contractor's method for prospective Time Impact Analysis. MIP 3.6 was chosen as the "best fit" since the delay event can be modeled and added and is single based.
2. As the Reviewer could not validate the TIA submitted by the Contractor, an independent TIA was developed and performed by the Reviewer.
3. The baseline schedule was not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date. The Delays started in 2022 and 2023 while the baseline has a data date of 28-Dec-20 therefore; the Contractor should have selected the most recent update prior to the delay start date.
4. The Analyst therefore selected the post impact schedule of PCO #54 (data date: 31-Dec-21) as the pre-impact schedule to model the delays associated with ASI #9 and ASI #10.
5. To evaluate the impact of the ASI #10 addition of electrical duct heater in Building #2, 9 and 10, on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 31-Dec-21.

Table 2 - Delays due to ASI #9 and ASI #10

Task ID	Task Name	Duration	Predecessor	Successor
Delay 1	ASI #10 DELAYS	789 days	B27-RR-1060	CLOSE-05

6. The duration of this fragnet was derived from the RFI #93 submission date of 13-May-23 and the provisioned finish date of the delay which is 18-Jun-26.
7. When the impacted schedule was rescheduled, the Substantial Completion reflected a 295-day delay due to ASI #10.

8. Delays related to ASI #10 have been categorized as an AE's omission. The original plans developed by the AE did not include electrical duct heaters in several buildings required by code. The electrical duct heaters were later added to the project scope through ASI #10.
9. Because the 125-day unforeseen condition delay under ASI #9 overlaps partially with the ASI #10 delay, the AE is responsible for only the remaining 170 days of the 295-day impact.

4.2 Responsibility Matrix

Contractor	Unforeseen	AE	Owner	**Net Impact**
0	125	170	0	295

Table 4 Responsibility Matrix

5. Definition

1. The term "longest-path" is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term "critical" will be used as the short form of the term "longest path."
2. The term "pre-impact schedule" can be defined as the "base" schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term "Excusable Delays" is defined as delays that are unforeseeable and beyond the control of the contractor.
4. The term "Non-Excusable Delays" is defined as delays that are foreseeable or within the contractor's control.
5. The term "days" refers to calendar days unless otherwise specified.

6. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program's management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program's change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor's construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM's independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Appendix A

A.1 Pre-impact Dec 2021 Update (DD: 31-Dec-21)

A.2 Post-impact Dec 2021 Update (DD: 31-Dec-21) ASI #9

A.3 Post-impact Dec 2021 Update (DD: 31-Dec-21) ASI #10

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Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 74,141.00**	**0**	**0.90%**					
P.001838	South Broward HS - SMART Program Renovations	1	06.14.2022	$ 65,629.00	0	0.79%	Johnson-Laux Construction, LLC	Owner's Request	The Contractor is to provide labor and materials for cabinetry, tables, countertops and student desks in ten (10) stem labs in Building 6.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	9	06.14.2022	$ 8,512.00	0	0.10%	Johnson-Laux Construction, LLC	Unforeseen	The Contractor is to provide additional labor and materials to install vapor barrier in Building 6.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 597.00**	**0**	**0.01%**					
P.001838	South Broward HS - SMART Program Renovations	6	03.31.2023	$ 597.00	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	Contractor provided labor and material to remove the existing deteriorated guardrail.	$ 8,275,545.00	12.28.2020
Change Order: 2				**$ 310,050.00**	**0**	**3.75%**					
P.001838	South Broward HS - SMART Program Renovations	11	04.11.2023	$ 310,050.00	0	3.75%	Johnson-Laux Construction, LLC	Unforeseen	During construction, additional moisture testing was performed and showed unacceptable elevated moisture. The contractor will provide labor and materials to remove and replace the substrate on multiple roofs.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 5,345.00**	**0**	**0.06%**					
P.001838	South Broward HS - SMART Program Renovations	22	04.19.2023	$ 5,345.00	0	0.06%	Johnson-Laux Construction, LLC	Unforeseen	An expnasion joint hidden within the existing structure was not properly flashed. The Contractor installed a new expansion joint at Breezeway B and Building 2D wall.	$ 8,275,545.00	12.28.2020
Change Order: 3				**$ 3,239.00**	**0**	**0.04%**					
P.001838	South Broward HS - SMART Program Renovations	14	05.09.2023	$ 3,239.00	0	0.04%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of Building 18's roof it was discovered there was rotted wood that requires replacement. Therefore, the Contractor is to remove and replace deteriorated wood roofing members.	$ 8,275,545.00	12.28.2020
Change Order: 4				**$ 25,329.00**	**0**	**0.31%**					
P.001838	South Broward HS - SMART Program Renovations	19	07.18.2023	$ 5,624.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of the stucco on roof areas 1A and 1B, it was discovered that additional flashing would be needed in order to completely cover the parapet wall. Therefore, the Contractor is to provide labor, material and equipment to install new membrane on the roof wall on Buildings 1A and 1B.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	24	07.18.2023	$ 19,705.00	0	0.24%	Johnson-Laux Construction, LLC	Consultant Error	During field verification, seven (7) condensing units and six (6) roof fans were discovered that were not shown on plans. Therefore, the Contractor is to provide additional labor, material and equipment to demolish, furnish and install electrical connections for the condensing units and roof fans.	$ 8,275,545.00	12.28.2020
Change Order: 5				**$ 10,620.00**	**0**	**0.13%**					
P.001838	South Broward HS - SMART Program Renovations	12	08.08.2023	$ 5,814.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	It was discovered during demolition that a portion of the existing metal roof deck was damaged. The Contractor is to provide labor and material to replace the metal deck on Building 20.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	13	08.08.2023	$ 2,106.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	While cutting the stucco of Breezeway A for flashing purposes, the roofing contractor encountered drywall instead of concrete. Therefore, the Contractor is to provide labor, material, and equipment to remove the drywall, replace it with concrete, and repair the stucco.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	23	08.08.2023	$ 2,700.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	During construction, it was discovered that the existing fasteners at the metal canopy are corroded and cannot be used to reinstall the panels. Therefore, the Contractor is to provide labor and material to install new stainless-steel screws at the metal canopy.	$ 8,275,545.00	12.28.2020
Change Order: 6				**$ 16,070.00**	**0**	**0.19%**					
P.001838	South Broward HS - SMART Program Renovations	26	12.12.2023	$ 16,070.00	0	0.19%	Johnson-Laux Construction, LLC	Consultant Omission	During the process of changing the roof drain for Building 5, the Contractor discovered that there is a network of conduit-connected smoke detectors fixed to the underside of the wood roof deck, above the fire-rated hard ceiling. To mitigate the risk of a screw passing through the wooden deck into the smoke detectors or pipes, the Contractor is to provide labor and materials to open sections of the hard ceiling to assess the location of the existing smoke detectors and prevent damaging them.	$ 8,275,545.00	12.28.2020
Change Order: 7				**$ 16,612.00**	**0**	**0.20%**					
P.001838	South Broward HS - SMART Program Renovations	15	01.23.2024	$ 16,612.00	0	0.20%	Johnson-Laux Construction, LLC	Consultant Error	Original design called for the existing stucco on Building 7 to remain and for the flashing to be installed over the stucco. However, during demolition, it was discovered that several areas of existing stucco were found to be partially delaminated from the substrate, preventing the roofing contractor from proceeding with proper flashing installation. Therefore, the Contractor is to provide labor, material, and equipment to remove stucco for several buildings to install flashing.	$ 8,275,545.00	12.28.2020
Change Order: 8				**$ 15,159.00**	**0**	**0.18%**					
P.001838	South Broward HS - SMART Program Renovations	2	02.21.2024	$ 15,159.00	0	0.18%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of the existing ceiling, it was discovered that the existing ducts were improperly supported in the ceiling tile system which could cause further damage. Therefore, the Contractor is to provide labor, material and equipment to properly hang the existing ducts from the building structure in Building 6.	$ 8,275,545.00	12.28.2020
Change Order: 9				**$ 59,923.00**	**0**	**0.72%**					
P.001838	South Broward HS - SMART Program Renovations	20	05.21.2024	$ 10,875.00	0	0.13%	Johnson-Laux Construction, LLC	Consultant Error	During construction, it was discovered that the existing roof drains are close to the parapet walls and do not allow proposed installation of the sump pumps. The Consultant recommended relocating the existing roof drains to accommodate the installation of the sump pumps. Therefore, the Contractor is to provide additional labor and material for relocating six (6) roof drains and piping.	$ 8,275,545.00	12.28.2020

P.001838	South Broward HS - SMART Program Renovations	36	05.21.2024	$ 49,048.00	0	0.59%	Johnson-Laux Construction, LLC	Unforeseen	The common wall between classrooms in Building 6 and the corridor that were labeled as "existing 1-hour resistive separation masonry wall" on the as-builts but it was discovered during construction that a fire-rated wall did not exist. Additionally, there is a false ceiling above the acoustical ceiling system with several holes, penetrations, and openings. Therefore, the Contractor is to provide labor and material to supply fire-rated drywall and fire caulking as needed to infill voids and penetrations at plaster ceiling and walls.	$ 8,275,545.00	12.28.2020
Change Order: 10				**$ 4,103.90**	**0**	**0.05%**					
P.001838	South Broward HS - SMART Program Renovations	18	07.23.2024	$ 1,442.00	0	0.02%	Johnson-Laux Construction, LLC	Unforeseen	The Contractor was requested to relocate two existing downspouts on the lower roof of Building 2 that were found to be too close to the wall.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	39	07.23.2024	$ 2,661.90	0	0.03%	Johnson-Laux Construction, LLC	Consultant Omission	The original construction documents did not include a supply air grill which is necessary to prevent condensation. The Contractor was requested to install and connect a supply air grill in the mechanical rooms as required by District standards.	$ 8,275,545.00	12.28.2020
Change Order: 11				**$ (973,322.02)**	**0**	**-11.76%**					
P.001838	South Broward HS - SMART Program Renovations	16	08.21.2024	$ 18,107.00	0	0.22%	Johnson-Laux Construction, LLC	Consultant Omission	Due to existing field conditions, installation of the roof drains on corrugated metal decking has to be altered in some locations, deviating from the plan. Therefore, the Contractor is requested to relocate and install new drain sump pump pans on the roofs of Buildings 2, 5, 9, and 11.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	28	08.21.2024	$ (1,153,742.14)	0	-13.94%	Johnson-Laux Construction, LLC	Unforeseen	Due to concerns regarding weight calculations of the existing foor structures, all roofs that have tectum, wood, and gypsum boards were removed from the scope of work to mitigate potential delays and ensure project efficiency. The removed scope will be completed by a CSMP contractor as a roof carve-out project. The funds necessary to complete this work were included in the Capital Fund Amendment approved on January 23, 2024.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	31	08.21.2024	$ 39,778.00	0	0.48%	Johnson-Laux Construction, LLC	Consultant Omission	Upon inspection of the roof, it was determined that a four directional gutter system is required to allow rainwater drainage. Therefore, the Contract will provide labor, material, and to install a new gutter system with downspouts.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	32	08.21.2024	$ 88,590.39	0	1.07%	Johnson-Laux Construction, LLC	Consultant Error	The initial construction documents indicated a smaller cooling tower structure pad with six (6) footings. However, approved engineer shop drawings later revealed a larger pad with ten (10) footings. Additional construction is required to accommodate the larger pad with footings. Therefore, the Contractor is to provide labor material and equipment for additional work to accommodate new cooling tower structural support installation.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	40	08.21.2024	$ 33,944.73	0	0.41%	Johnson-Laux Construction, LLC	Consultant Error	Due to discrepancies between the original designs and District specifications related to the gutters and downspounts, the existing roofing underlayment was exposed much longer than the allowable 90 days. Therefore, the Contractor is directed to provide additional labor and material to recover and secure the underlayment on Roof 9D to comply with warranty requirements.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 91,179.89**	**0**	**1.10%**					
P.001838	South Broward HS - SMART Program Renovations	33	09.10.2024	$ 8,896.00	0	0.11%	Johnson-Laux Construction, LLC	Consultant Omission	The construction documented show six (6) pumps connected to three (3) chillers. Field verification revealed that there were two (2) additional pumps. The Contractor will provide labor, material, and equipment to make the mechanical installation and controls of the chiller area and cooling tower pick up isolation valve status for the additional pumps connected to the chillers.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	34	09.10.2024	$ 8,719.45	0	0.11%	Johnson-Laux Construction, LLC	Consultant Omission	The Contractor is to provide labor, materials and equipment to relocate an existing chiller water piping that was covered by an existing ductwork.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	35	09.10.2024	$ 3,879.00	0	0.05%	Johnson-Laux Construction, LLC	Unforeseen	When demolition of the soffit and gutter around Building 9 was performed, it was discovered that steel beams protruded from the face of Building 12 by 1-2 inches. To comply with the installation of the metal plate, it is required for the Contractor to cut the existing protruding steels beams.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	38	09.10.2024	$ 69,685.44	0	0.84%	Johnson-Laux Construction, LLC	Consultant Error	Roof 9J ws not previously in the scope of work. After demolition of the faux wall at the north side of Building 9, it was discovered that a section of Roof 9J was left exposed leaving the roof without roofing. The Contractor is to provide additional material and labor to replace the roofing of Roof 9J and to protect the affected roof area while waiting for Architectural Supplemental Information.	$ 8,275,545.00	12.28.2020
Change Order: 12				**$ -**	**972**	**0.00%**					
P.001838	South Broward HS - SMART Program Renovations	7	10.15.2024	$ -	972	0.00%	Johnson-Laux Construction, LLC	See Description	Due to multiple factors which includes mechanical equipment delivery time, owner representative submittal review time, replacement of electrical subcontractor, material shortages and restricted access to buildings because of reduced swing space. These various issues impacted the critical path of the project by 972 days. Responsibility breakdown as follows: A/E = 16 days, Unforeseen= 551 days, Material/supplier= 405 days	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 27,023.37**	**0**	**0.33%**					
P.001838	South Broward HS - SMART Program Renovations	37	10.23.2024	$ 27,023.37	0	0.33%	Johnson-Laux Construction, LLC	Consultant Omission	The drawings specify the installation of a disconnect for each AHU. The EOR suggeested additional motor starters in lieu of a disconnect. Therefore, the Contractor is to provide additional labor and material to provide, install, and connect additional motor starters for each AHU.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 10,487.44**	**0**	**0.13%**					
P.001838	South Broward HS - SMART Program Renovations	47	10.23.2024	$ 10,487.44	0	0.13%	Johnson-Laux Construction, LLC	Consultant Omission	Replacement of the back row of lights at the auditorium were not in the originsl construction documents. Therefore, the Contractor is to provide additional labor and material to provide, install and connect additional lights in the auditorium as per architectural supplemental information.	$ 8,275,545.00	12.28.2020
Change Order: 13				**$ 259,439.72**	**0**	**3.14%**					

P.001838	South Broward HS - SMART Program Renovations	49	02.19.2025	$	259,439.72	0	3.14%	Johnson-Laux Construction, LLC	Consultant Omission	Upon demolition of the existing sound curtains, it was discovered that there are old window openings and conduits installed on the surface of the walls. This prevents the acoustical panels installation as per the manufacturer's specifications. Therefore, the Contractor is to provide labor, material and equipment to adjust the walls and existing surfaces for the installation of the new acoustical panels in the Auditorium.	$	8,275,545.00	12.28.2020
Change Order: 14				**$**	**17,916.78**	**0**	**0.22%**						
P.001838	South Broward HS - SMART Program Renovations	46	04.15.2025	$	13,586.84	0	0.16%	Johnson-Laux Construction, LLC	Owner's Request	During construction, it was identified that high traffic generated cracks and damage on the concrete sidewalks in the northwest area of the school. After consultation with the architect on record, it was determined that the concrete sidewalks required repair to avoid accidents. Therefore, the Contractor is to provide labor and material for restoring concrete sidewalks at the northwest area of the school.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	55	04.15.2025	$	3,373.38	0	0.04%	Johnson-Laux Construction, LLC	Consultant Error	During construction, it was identified by the Contractor that there was a duct that is too close to the roof preventing proper flashing work, which was not indicated in the contract documents. Therefore, the Contractor is to provide labor, material and equipment to install flashing work per BCPS specifications around an existing ductwork that is too close to the roof.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	56	04.15.2025	$	956.56	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	During construction, leaks were discovered due to the existing main valve is not working properly. This issue prevented welding work from being carried out to complete the bathroom renovation. Therefore, the Contractor is to provide labor, material and equipment to demo, furnish and install a new main valve in Building 6 above the ceiling of the restrooms.	$	8,275,545.00	12.28.2020
Change Order: 15				**$**	**-**	**202**	**0.00%**						
P.001838	South Broward HS - SMART Program Renovations	54	05.13.2025	$	-	202	0.00%	Johnson-Laux Construction, LLC	Unforeseen	During demolition, it was discovered that there were electrical and fire alarm conduits blocking the installation of the new acoustical wall panel. This change order represents the request for the delays associated with additional time required to receive a response to proceed with acoustical panel installation. This change order represents the request for the delays related to the installation of the acoustical panel.	$	8,275,545.00	12.28.2020
Change Order: 16 (SCO)				**$**	**9,750.33**	**0**	**0.12%**						
P.001838	South Broward HS - SMART Program Renovations	57	06.17.2025	$	9,750.33	0	0.12%	Johnson-Laux Construction, LLC	Consultant Error	To comply with the installation of the gutters indicated in ASI#7, the existing holes and pipes were originally intended to be used to connect the new gutters with the existing drain system. However, after the work was completed-including passing inspections-the AOR changed the directive, requiring the gutters to be routed outside the building, and the work was adjusted accordingly. As a result, the holes and sections of cast iron pipe were left exposed. According to the OR, these pipes must now be cut and covered with a galvanized metal plate as per GRFI #128. Provide additional labor and materials to cut the existing protruding pipes at the roofline flush with the existing wall and cover (8) holes from the previous rainwater drain system with the required materials.	$	8,275,545.00	12.28.2020
Change Order: 17 (SCO)				**$**	**16,117.95**	**0**	**0.19%**						
P.001838	South Broward HS - SMART Program Renovations	60	07.14.2025	$	2,411.47	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	During demolition, the plumbing subcontractor encountered unforeseen existing conditions, including a back pitch in the existing piping, which made it impossible to reuse the pipe for the new connection as originally planned. To avoid a full demolition of the restrooms and a significant increase in project costs, the subcontractor proposed an alternative solution. Provide material and labor to re-route and install a new piping underground for the ADA Restrooms in building #6.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	63	07.14.2025	$	13,706.48	0	0.17%	Johnson-Laux Construction, LLC	Consultant Omission	The project drawings do not show specific details regarding the installation of guard rails over or on the metal deck. Provide additional Labor and material to install a reinforcement structure to support the new guard rails on Building #11.	$	8,275,545.00	12.28.2020
Change Order: 18				**$**	**66,785.03**	**0**	**0.81%**						
P.001838	South Broward HS - SMART Program Renovations	62	07.22.2025	$	11,063.36	0	0.13%	Johnson-Laux Construction, LLC	Consultant Error	To expedite the auditorium renovation, demolition was required to assess the actual field conditions. After closing the previous openings, the walls were now flush with the exisiting beams with no recess to install the angle as specified in the original drawings. Therefore, the Contractor is to provide labor, material and equipment to install metal plates with anchors instead of a steel angle to secure the structure.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	69	07.22.2025	$	55,721.67	0	0.67%	Johnson-Laux Construction, LLC	Unforeseen	During construction it was discovered that the existing ceiling and walls are not fire-rated and could not pass inspection for occupancy. Therefore, the Contractor is to provide labor, material and equipment to furnish, install and connect fire dampers, replace the existing window with a fire-rated wall, cover and patch existing ceiling holes to make the room compliant for occupancy.	$	8,275,545.00	12.28.2020
Change Order: 19				**$**	**5,333.96**	**0**	**0.06%**						
P.001838	South Broward HS - SMART Program Renovations	59	08.01.2025	$	5,333.96	0	0.06%	Johnson-Laux Construction, LLC	Consultant Error	The existing shut-off button is located in the center of the area designated for the new, code-required exit door. The device must be relocated to allow for proper installation of the door, as shown on the plans. Provide labor and materials to remove, relocate, and reconnect the emergency shut-off button in Room 621.	$	8,275,545.00	12.28.2020
Change Order: 20 (SCO)				**$**	**167,888.05**	**0**	**2.03%**						
P.001838	South Broward HS - SMART Program Renovations	66	10.16.2025	$	94,578.18	0	1.14%	Johnson-Laux Construction, LLC	Consultant Omission	Duct heaters, a requirement under BCPS Standards, are absent from the approved plans for Building 2. Therefore, the Contractor is to provide labor, material and equipment to install and connect additional electric duct heaters in building 2.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	68	10.16.2025	$	40,216.57	0	0.49%	Johnson-Laux Construction, LLC	Consultant Omission	Due to clearance restrictions, the initially permitted plan for one electric duct heater is not feasible. The Engineer of Record (EOR) has opted to modify the ductwork and install two smaller electric duct heaters to meet the required manufacturer and BCPS standard clearance requirements. Therefore, the Contractor is to provide labor, material and equipment to install and connect additional electric duct heaters in building 10.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	71	10.16.2025	$	33,093.30	0	0.40%	Johnson-Laux Construction, LLC	Consultant Omission	While the original plans did not account for insulation, its inclusion is required to comply with BCPS standards. Therefore, the Contractor is to provide labor, material and equipment to install 2” rigid insulation in the auditorium.	$	8,275,545.00	12.28.2020

Change Order: 20 (SCO)				**$**	**44,802.03**	**0**	**0.54%**					
P.001838	South Broward HS - SMART Program Renovations	67	10.22.2025	$	44,802.03	0	0.54%	Johnson-Laux Construction, LLC	Consultant Omission	Building 9 duct heaters are missing from the permitted set of plans but are required to be installed per FBC and BCPS Standards. Provide additional labor and material to provide, install and connect additional Electric Duct Heaters in building #9.	$ 8,275,545.00	12.28.2020
Change Order: 21 (SCO)				**$**	**5,427.44**	**0**	**0.07%**					
P.001838	South Broward HS - SMART Program Renovations	70	Pending Superintendent Signature	$	5,427.44	0	0.07%	Johnson-Laux Construction, LLC	Consultant Omission	Additional fire alarm devices were not reflected on the construction drawings during bidding and were added to the permitted ASI after the contract was awarded. Provide additional labor and material to provide, install and connect additional Fire Alarm Devices in building #6	$ 8,275,545.00	12.28.2020
Change Order: 22				**$**	**-**	**0**	**0.00%**					
P.001838	South Broward HS - SMART Program Renovations	73	Pending Board Approval 02.10.2026	$	-	295	0.00%	Johnson-Laux Construction, LLC		The 170-day delay is primarily due to an expanded scope involving Electrical Duct Heaters (EDHs) in Buildings 2, 9, and 10, classified as a Consultant Error. This additional work necessitated longer lead times, extended installation durations, and meticulous activity sequencing. Despite proactive coordination to expedite approvals and material releases, this scope remains ongoing and has impacted the project's critical path. The original bid included a fire-resistive wall installation between classroom 612 and the corridor; however, during demolition, the Contractor discovered that the exterior face of the classroom wall was constructed with metal lath and stucco. This unexpected condition resulted in a further 125-day delay, also affecting the project's critical path. **Unforeseen - 125 Days, Consultant Error - 170 Days**	$ 8,275,545.00	12.28.2020
Grand Totals:				**$**	**290,018.87**	**1,174**	**3.50%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #22
JOHNSON-LAUX CONSTRUCTION, LLC
South Broward High School
P.001838

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #35 - Nova HS, P.001817

REQUESTED ACTION:

Approve Change Order #35 in the amount of $130,267.61. District 6

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $130,267.61 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #35
James B. Pirtle Construction Company, Inc.
Jorge A. Guitierrez Architect, LLC
Nova High School, Davie
Project No. P.001817
ITB FY17-154C

MASTER PROJECT SUMMARY

Total Project Budget
Original D.E.F.P. Budget: $ 19,833,000.00
Approved Add. Funding:$ 11,009,833.76
(JJ-3, 02/05/19); (JJ-7, 02/15/23); (JJ-12, 01/23/24)
New Funding Request: $ _____
Current Revised Budget: $30,842,833.76

Total Project Schedule Summary
-Notice to Proceed: 04/04/2019

-Current Projected Substantial Completion Date: 09/30/2026

-Current Projected Final Completion Date: 02/27/2027

Change Order Analysis

Consultant Error	0.27%
Consultant Omission	3.55%
Owner's Request	-4.65%
Unforeseen	0.01%
Tax Savings from DOP	-0.86%
Total	**-1.68%**

Board Meeting Date: February 10, 2026

Recommended Action
Approve Change Order #35 in the amount of $130,267.61.

District-zone Impact: District 6

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work to install additional fire alarm devices required to provide a code compliant fire alarm system.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	25,422,614.00	846 Days
AMENDMENT TO CONTRACT:	$	400,000.00	157 Days
DIRECT OWNER PURCHASE(S):	$	(3,840,601.28)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(858,589.54)	196 Days
CURRENT CO REQUEST:	$	130,267.61	0 Days
CURRENT REVISED CONTRACT:	$	**21,253,690.79**	**1,199 Days**

Status of Work:
The contract work is 99% complete. The project is expected to achieve Substantial Completion by September 30, 2026, and Final Completion by February 27, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes art room renovation and equipment, electrical improvements, fire alarm, fire sprinklers, HVAC improvements, media center improvements, music room renovation, safety/security upgrade, STEM lab improvements, and building envelope improvements.

Change Order Items:
Item #1 – (COI #47) Installation of Additional Fire Alarm Devices: During rough device inspections, the inspector required additional devices, relocation of devices and changes in the notification volume to achieve code compliance. Therefore, the Contractor is to provide labor, material and equipment to install additional fire alarm devices which are required to provide a code compliant fire alarm system. These devices include the following; seventeen (17) smoke detectors, five (5) heat detectors, eight (8) indoor speakers/strobe, six (6) outdoor speakers/strobe, two (2) explosion probe heat detectors, thirteen (13) pull stations, eight (8) relay modules, two (2) duct smoke detectors, two (2) key switches, twelve (12) cover protectors, twenty-one (21) bases. (Consultant Omission – $130,267.61; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI #47, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.** Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

The former Architect (ACAI Associates) is out of business and cannot provide information or be held accountable for past work related to the specified reason code. The new Architect (Jorge A. Gutierrez) assumed the role on November 13, 2024, and therefore holds no responsibility for the reason code.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to install additional fire alarm devices, required to provide a code compliant fire alarm system.

Financial Impact
The financial impact of this item is $130,267.61 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 47

Facility Name:	Nova High School	Date:	12.04.2025
Project Name:	Nova HS - SMART Program Renovations	Project #	P.001817
Location No:	1281		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Provide material and labor to furnish additional fire alarm devices.

Attachments:

Reason For Change:
Based on failed fire alarm inspections, additional fire alarm devices were required to provide a code compliant fire alarm system. The original A/E is no longer in business, and the new A/E is not responsible for the Reason Code.

Summary:
Total Credits and/or Added Costs: Add: $130,267.61
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Natalia Cordovilla 12.19.2025	Jessica Eiermann 12.22.2025	Mark Miller 12.22.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Natalia Cordovilla	Jessica Eiermann	Mark Miller
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
JORGE A. GUTIERREZ ARCHITECT LLC	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 16,746.00**	**0**	**0.07%**					
P.001817	Nova HS - SMART Program Renovations	8	07.21.2020	$ 16,746.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Error	Provide labor and materials to replace existing aluminum feeder wire in Building 15 with copper feeder wire to meet code compliance.	$ 25,422,614.00	04.04.2019
Change Order: 2				**$ 113,557.00**	**0**	**0.45%**					
P.001817	Nova HS - SMART Program Renovations	2	08.19.2020	$ 20,188.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Provide labor and material to install owner requested sidewalk to access single point of entry for school opening.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	4	08.19.2020	$ 88,965.00	0	0.35%	James B. Pirtle Construction Company, Inc.	Owner's Request	After receiving confirmation that the product was not included in the District's contract, the Soundlok rooms and associated mechanical and electrical connections were subsequently added back to the project by the owner after the approved GMP.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	18	08.19.2020	$ 4,404.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Installation of new fire protection for Building 6 Mechanical Room was required to meet code compliance.	$ 25,422,614.00	04.04.2019
Change Order: 3				**$ (204,152.00)**	**0**	**-0.80%**					
P.001817	Nova HS - SMART Program Renovations	14	01.20.2021	$ 9,103.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Drawings called for exterior lights for Building 6. Upon further inspection, it was discovered that there was no existing conduit or branch circuit to provide power for the lighting. Therefore, labor, equipment, and materials were expended to install the four exterior lights with new conduit and branch circuit.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	27	01.20.2021	$ (263,884.00)	0	-1.04%	James B. Pirtle Construction Company, Inc.	Owner's Request	After the roof testing and inspection of Buildings 6 & 15, it was discovered that the demolition and removal of the gypsum roofs would not be required. The removal of this scope of work resulted in a credit to the Owner.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	30	01.20.2021	$ 2,954.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The electrical panel (ELF) in Room 232 required clearances in front of the panel. To provide the required clearances, the panel needed to be recessed on an existing CMU wall due to lack of space. It was decided that recessing the panel on an existing CMU wall would have been too expensive. Therefore, the panel was relocated to room 217 in building 6, to provide the required front clearances.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	31	01.20.2021	$ 833.00	0	0.00%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Upon inspection, it was discovered that the partition wall in Room 136 at building 3 was interfering with the full development of the fire sprinkler pattern, thus leaving a small corner of the cubicle unprotected. The EOR indicated that providing one (1) additional sprinkler head would resolve the issue. As a result, labor, equipment, and materials are required to install the additional sprinkler head, hardware and related piping to complete the fire protection scope of work.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	01.20.2021	$ 17,963.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The existing exterior egress doors (343 and 346) in Building 16 no longer comply with the current Florida building code. As a result, labor, equipment, and material was expended for the removal and installation of two (2) new exterior egress doors.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	36	01.20.2021	$ 28,879.00	0	0.11%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The feeder wires to panel 14HA in Building 11 failed inspection. As a result, labor, equipment, and material will be required to replace these feeder wires to meet Code.	$ 25,422,614.00	04.04.2019
Change Order: 4				**$ 13,516.00**	**0**	**0.05%**					
P.001817	Nova HS - SMART Program Renovations	3	04.20.2021	$ 13,516.00	0	0.05%	James B. Pirtle Construction Company, Inc.	Consultant Error	Sizes of existing ductwork was based on limited observation during pre-construction. Once selective demolition was implemented, existing condition exposed different size ducts. Therefore, labor, material and equipment are required to install new correct size ductwork in Building 6.	$ 25,422,614.00	04.04.2019
Change Order: 5				**$ 4,382.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	16	05.18.2021	$ 4,382.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The VAV for the sound lock room was not included in the original scope of work and as such, was not a part of the electrical permitted drawings. Therefore, labor, material and equipment are required to install (4) VAV devices for Building 15.	$ 25,422,614.00	04.04.2019
Change Order: 6				**$ 130,063.00**	**0**	**0.51%**					
P.001817	Nova HS - SMART Program Renovations	17	07.20.2021	$ 130,063.00	0	0.51%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Original scope of work included fire protection in Buildings 05, 08, and 16. Per the Building Department, additional fire protection is required. Drawings did not include required fire protection in Building 05 interior covered stairwell on the 1st floor or for any exterior canopy or interior covered stairwell on the 2nd floor. Building 08 and Building 16 did not depict any sidewall sprinkler heads. Drawings were revised by the design team to include fire sprinkler coverage required for Buildings 05, 08, and 16. Therefore labor, materials, and equipment are required for the installation of the additional fire protection.	$ 25,422,614.00	04.04.2019
Change Order: 7				**$ 33,730.00**	**196**	**0.13%**					

P.001817	Nova HS - SMART Program Renovations	19	09.14.2021	$	33,730.00	196	0.13%	James B. Pirtle Construction Company, Inc.	Owner's Request	As a result of failed inspection scope in room 388, the Consultant on record approved additional services, which included deliverables to add the equipment back into the scope. The existing transformer must be relocated to be brought into compliance. Therefore, Contractor is to provide labor, material, and equipment to furnish and install the new transformer and enclosed circuit breaker in the electrical room and all miscellaneous materials, replacing and repairing existing primary feeders found in existing high voltage gutter.	$ 25,422,614.00	04.04.2019
Change Order: 8				**$**	**48,708.00**	**0**	**0.19%**					
P.001817	Nova HS - SMART Program Renovations	20	10.12.2021	$	6,633.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The initial drawings do not indicate the use of VAV's (Variable Air Volume) in the soundlock room but it is required to account for airflow control/distribution to be compliant with Building Code. Therefore, the Contractor is to provide labor, material and equipment to add a VAV device in the Soundlock Room.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	21	10.12.2021	$	42,075.00	0	0.17%	James B. Pirtle Construction Company, Inc.	Owner's Request	It was discovered upon inspection that the following additional improvements were needed: fire-rating of existing walls, provision of new electrical connections, door replacement, floor improvements, acoustical ceilings and lighting upgrades, piping installation, new emergency light fixtures, a new wall partition, and relocation of three (3) fire alarm devices. Therefore, the Contractor is to provide additional labor, material and equipment to complete these building improvements in Building 15.	$ 25,422,614.00	04.04.2019
Change Order: 9				**$**	**23,876.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	22	12.14.2021	$	21,230.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Although duct cleaning was shown on the drawings it was omitted from negotiations. Therefore, the Contractor is to provide labor, material and equipment to clean existing ducts in building 16 to be in compliance with the Building Code.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	23	12.14.2021	$	2,646.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	It was discovered upon inspection that additional improvements were not included in the contract documents. Therefore, the Contractor is to provide labor, material and equipment to install eight (8) sprinkler heads at existing alcoves for additional fire protection.	$ 25,422,614.00	04.04.2019
Change Order: 10				**$**	**32,803.00**	**0**	**1.31%**					
P.001817	Nova HS - SMART Program Renovations	24	04.19.2022	$	3,453.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, material and equipment to add fire alarm devices at Sound Lock Rooms in Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	25	04.19.2022	$	29,350.00	0	0.12%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material, and equipment to install two (2) exterior opening and walkways at Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	28*	04.19.2022	$	300,040.00	0	1.18%	James B. Pirtle Construction Company, Inc.	Consultant Omission	This change order is for the additional labor, materials, and equipment to upgrade the existing portable (31) fire alarm system at the Nova HS campus from an existing Fire Lite system to a Voice Annunciation system.	$ 25,422,614.00	04.04.2019
Change Order: 11				**$**	**3,123.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	13	07.19.2022	$	3,123.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor and materials to install additional ductwork and diffusers at the kitchen nonfood storage room.	$ 25,422,614.00	04.04.2019
Change Order: 12				**$**	**4,095.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	32	08.17.2022	$	4,095.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials, and equipment for changes to the electrical design which includes additional exterior lighting and branch circuits.	$ 25,422,614.00	04.04.2019
Change Order: 13				**$**	**4,288.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	11	09.13.2022	$	4,288.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, materials and equipment to change air handling unit #13 located in Building 13, from a horizontal dual path unit to a face and bypass unit.	$ 25,422,614.00	04.04.2019
Change Order: 14				**$**	**20,661.00**	**0**	**0.08%**					
P.001817	Nova HS - SMART Program Renovations	1	12.13.2022	$	5,298.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials and equipment for new supply fans in Building 33.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	50	12.13.2022	$	5,841.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material and equipment to furnish a new sink and hot water heater in Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	51	12.13.2022	$	2,940.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor and materials to install new conduit, wiring, and connections to two (2) new hand dryers in restroom.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	52	12.13.2022	$	2,955.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The Contractor is to provide labor and materials for the new routing of rainwater leader piping in Building 14 which consists of media center and classrooms.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	53	12.13.2022	$	3,627.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide additional labor, materials and equipment for the addition of new insulation at the interior roof drain piping in Building 32.	$ 25,422,614.00	04.04.2019
Change Order: 15				**$**	**3,051.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	54	01.18.2023	$	3,051.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The contract drawings did not indicate a hot water supply for the art room sink in Building 6 (classrooms, STEM labs, teacher planning, art room). The Contractor is to provide labor, material, and equipment to add a tankless water heater.	$ 25,422,614.00	04.04.2019
Change Order: 16				**$**	**8,041.00**	**0**	**0.03%**					
P.001817	Nova HS - SMART Program Renovations	29	02.15.2023	$	8,041.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Error	The original contract documents depicted replacing three (3) new air handler units (AHUs) with new condensate lines to be connected at the point of discharge of the old AHUs. However, the new condensate discharge was lower than the existing condensate discharge and required revised drawings with new condensate line routing and the addition of pumps with p-traps. The Contractor is to provide labor, material, and equipment for the changes to the mechanical, electrical, and plumbing design of Building 5.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 1**				**$**	**30,312.32**	**0**	**0.12%**					
P.001817	Nova HS - SMART Program Renovations	46	04.26.2023	$	30,312.32	0	0.12%	James B. Pirtle Construction Company, Inc.	Unforeseen	This change order is for labor and material costs associated with replacing pump motors at Building 18.	$ 25,422,614.00	04.04.2019

Change Order: 17				**$ (263,203.81)**	**0**	**-1.04%**					
P.001817	Nova HS - SMART Program Renovations	33	05.09.2023	$ (276,343.00)	0	-1.09%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order is being submitted to provide a credit for the labor and materials not expended to remove the gypsum decks at Building 17 and 18 and replace with metal decking.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	05.09.2023	$ 4,165.19	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that the new sink would not fit the intended space after the existing sink is removed. Therefore, the Contractor is to provide labor and material costs to provide a new utility sink in Building 37.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	55	05.09.2023	$ 4,744.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that there were existing louvers above the doors to the mechanical room which are required to install the new Exterior Insulation and Finish (EIFS) system. Therefore, the Contractor is to provide labor, material, and equipment to infill the exterior wall that is required at Building 13.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	56	05.09.2023	$ 4,230.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During installation of the make-up air plenum, it was discovered that the existing ceramic tile clad walls obstructed the path of the new air flow, resulting in a change in the make-up air plenum design. Therefore, the Contractor is to provide labor, material, and equipment to install a new soffit at Building 12.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 2**				**$ 16,745.00**	**0**	**0.07%**					
P.001817	Nova HS - SMART Program Renovations	37	05.13.2023	$ 16,745.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Unforeseen	Provide all labor, materials, and equipment to replace the existing feeder wire that did not pass the megger test from Panel H in Building 12 to the portable disconnect switch in Building 14.	$ 25,422,614.00	04.04.2019
Change Order: 18				**$ 3,690.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	35	06.13.2023	$ 3,690.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents specified a new Notice of Acceptance (NOA) rated window assembly in Building 13 but did not provide for infilling above the new window to complete the exterior structural assembly. Therefore, the Contractor is to provide labor, material, and equipment to provide the exterior wall infill above the new windows.	$ 25,422,614.00	04.04.2019
Change Order: 19				**$ 121,164.70**	**0**	**0.48%**					
P.001817	Nova HS - SMART Program Renovations	39	07.18.2023	$ 4,550.70	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents depicted the demolition and replacement of chilled water piping up to the main header in Building 13. Therefore, the Contractor is to provide labor, materials and equipment associated with changing the routing of chilled water piping.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	68	07.18.2023	$ 116,614.00	0	0.46%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that additional fire alarm devices were originally omitted from the GMP documents and were identified as being necessary. Therefore, the Contractor is to provide labor, material and equipment to install the additional fire alarm devices.	$ 25,422,614.00	04.04.2019
Change Order: 20				**$ 23,872.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	63	09.12.2023	$ 23,872.00	0	0.09%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Contract documents depicted exterior lights at Building 13 t be replaced, however, there are no exterior lights at Building 13. Therefore, The Contract is to provide labor and materials and install relays and wiring for the exterior lights that will be added.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (6,094.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	59	09.19.2023	$ (6,094.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order credit is for the labor and material to de-scope the new floor boxes, which were to be installed in the Building 14 media center.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 3**				**$ 39,614.00**	**0**	**0.16%**					
P.001817	Nova HS - SMART Program Renovations	61	10.31.2023	$ 39,614.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Unforeseen	Provide a credit for all labor, materials, and equipment for work anticipated, but ultimately not required, to be performed under GCO-24 Additional Fire Protection coverage per ASI-009 - Buildings 05, 08 & 16".	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (48,636.00)**	**0**	**-0.19%**					
P.001817	Nova HS - SMART Program Renovations	73	11.07.2023	$ (48,636.00)	0	-0.19%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for unused project funds inclusive of the bond not provided by the demolition subcontractor, millwork cabinet budget estimate, and window testing.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (5,480.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	38	12.08.2023	$ (5,480.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for the cost of the electrical work in Building 25 which has been removed from the scope of work.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (4,843.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	75	01.11.2024	$ (4,843.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for costs associated with windows, drywall/stucco, and painting remove dfrom the project scope.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (1,769.00)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	60	01.11.2024	$ (1,769.00)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	A credit from the Contractor for the labor to install wall-mounted exhaust fans in Building 26. This work was removed from the project scope due to existing conditions around the mounting.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ 5,198.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	44	01.11.2024	$ 5,198.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide outside air louvers for the Unit Ventilators in Building 5 that were omitted from the permitted drawings.	$ 25,422,614.00	04.04.2019
Change Order: 21				**$ (626,789.00)**	**0**	**-2.47%**					
P.001817	Nova HS - SMART Program Renovations	74	01.23.2024	$ (626,789.00)	0	-2.47%	James B. Pirtle Construction Company, Inc.	Owner's Request	The original Contract Documents indicated that the gypsum decks were to be removed and replaced with metal decks at Buildings 1, 2, 13, 14, and 16. During a Roof Reality Check, it was determined that the existing decks were in good condition and could remain. The Contractor is to provide a credit for the labor and materials associated with the roof deck replacement.	$ 25,422,614.00	04.04.2019
Change Order: 22 (SCO)				**$ 24,647.00**	**0**	**0.10%**					
P.001817	Nova HS - SMART Program Renovations	51	01.29.2024	$ 24,647.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The GMP contract documents did not depict the mechanical room on the roof of Building 3. The Contractor is to provide fire alarms and fire sprinklers for the rooftop mechanical room.	$ 25,422,614.00	04.04.2019

Change Order: 23 (SCO)				**$ 2,909.50**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	37	02.16.2024	$ 2,909.50	0	0.01%	James B. Pirtle Construction Company, Inc.	Unforeseen	Mechanical room 284A was not conditioned, and the pair of double doors were louvered. It was deteremined that conditioned air needed to be provided to the mechanical room.	$ 25,422,614.00	04.04.2019
Change Order: 24 (SCO)				**$ 24,589.00**	**0**	**0.10%**					
P.001817	Nova HS - SMART Program Renovations	52	03.07.2024	$ 24,589.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The GMP contract documents did not depict the mechanical room on the roof of Building 4. The Contractor is to provide fire alarms and fire sprinklers and mechanical work at the rooftop	$ 25,422,614.00	04.04.2019
Change Order: 25 (SCO)				**$ (111,767.20)**	**0**	**-0.44%**					
P.001817	Nova HS - SMART Program Renovations	79	03.20.2024	$ (111,767.20)	0	-0.44%	James B. Pirtle Construction Company, Inc.	Owner's Request	Buyout saviings credit to the Owner for unused budget estimates that were included in the GMP for Art Room, Music Room, and STEM lab.	$ 25,422,614.00	04.04.2019
Change Order: 26 (SCO)				**$ (2,397.10)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	83	05.14.2024	$ (2,397.10)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	Superior Electrical presented cost savings with the proposal of cabinets without a hinged door. This credit change order is for the furnish and installation of fire alarm terminal cabinets	$ 25,422,614.00	04.04.2019
Change Order: 27 (SCO)				**$ (219,570.57)**	**0**	**-0.86%**					
P.001817	Nova HS - SMART Program Renovations	18	10.21.2024	$ (219,570.57)	0	-0.86%	James B. Pirtle Construction Company, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($219,570.57).	$ 25,422,614.00	04.04.2019
Change Order: 28 (SCO)				**$ 23,805.87**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	80	01.31.2025	$ 23,805.87	0	0.09%	James B. Pirtle Construction Company, Inc.	Consultant Error	Installation of AHU 13-1 generated an issue of noise in classroom spaces that needed to be remediated. Provide material and labor to build out existing walls with new partitions to reduce the noise from AHU 13-1.	$ 25,422,614.00	04.04.2019
Change Order: 29 (SCO)				**$ (10,100.01)**	**0**	**-0.04%**					
P.001817	Nova HS - SMART Program Renovations	90	04.15.2025	$ (8,204.16)	0	-0.03%	James B. Pirtle Construction Company, Inc.	Owner's Request	New markerboards and fire extinguishers were included in the bidding process and turned out to be not needed. Provide credit for (10) new markerboards and (10) fire extinguishers with cabinets.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	91	04.15.2025	$ (1,895.85)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	Architectural Supplemental Information 064 was issued to remove the replacement of the door and window assembly from the project, as the existing conditions were not constructible due to a 2" difference between the sidewalk and the finish floor where the window/door was to be replaced. To provide credit for descoped window/door opening in building 13, FISH 299.	$ 25,422,614.00	04.04.2019
Change Order: 30 (SCO)				**$ (2,738.38)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	85	07.14.2025	$ (2,738.38)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	New markerboards and fire extinguishers were included in the bidding process and turned out to be not needed. Provide credit for (10) new markerboards and (10) fire extinguishers with cabinets.	$ 25,422,614.00	04.04.2019
Change Order: 31 (SCO)				**$ (34,605.21)**	**0**	**-0.14%**					
P.001817	Nova HS - SMART Program Renovations	92	08.14.2025	$ (34,605.21)	0	-0.14%	James B. Pirtle Construction Company, Inc.	Owner's Request	The existing framing of these twelve doors at Building 5 was found to be structural elements consisting of channels that continued vertically over twenty feet to the building roof line and removal would not be able to be performed as a simple door frame replacement. Provide credit for labor and materials from the descoping of twelve exterior doors and doorframes at Building 5.	$ 25,422,614.00	04.04.2019
Change Order: 32 (SCO)				**$ (16,745.04)**	**0**	**-0.07%**					
P.001817	Nova HS - SMART Program Renovations	98	09.24.2025	$ (16,745.04)	0	-0.07%	James B. Pirtle Construction Company, Inc.	Owner's Request	This work could not be performed due to current site conditions that would not allow the new feeder cable to be pulled between Building 12 and Build14.Provide credit for all costs (labor and materials) for the feeder cable replacement originally approved under Change Order No.37.	$ 25,422,614.00	04.04.2019
Change Order: 33 (SCO)				**$ 7,957.91**	**0**	**0.03%**					
P.001817	Nova HS - SMART Program Renovations	96	Pending Superintendent Signature	$ 7,957.91	0	0.03%	James B. Pirtle Construction Company, Inc.	Owner's Request	This work could not be performed due to current site conditions that would not allow the new feeder cable to be pulled between Building 12 and Build14.Provide credit for all costs (labor and materials) for the feeder cable replacement originally approved under Change Order No.37.	$ 25,422,614.00	04.04.2019
Change Order: 34 (SCO)				**$ 1,826.80**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	99	Pending Superintendent Signature	$ 1,826.80	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	A new emergency light was required to be installed in the Building 33 generator room in accordance with FBC 453.25.5, NEC Article 700 and NFPA 110. The original A/E was ACAI and they are no longer in business. The new A/E is not responsible for Reason Code.	$ 25,422,614.00	04.04.2019
Change Order: 35				**$ 130,267.61**	**0**	**0.51%**					
P.001817	Nova HS - SMART Program Renovations	47	Pending Board Approval 02.10.2026	$ 130,267.61	0	0.51%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During rough device inspections, the inspector required additional devices, relocation of devices and changes in the notification volume to achieve code compliance. Therefore, the Contractor is to provide labor, material and equipment to install additional fire alarm devices which are required to provide a code compliant fire alarm system. These devices include the following; seventeen (17) smoke detectors, five (5) heat detectors, eight (8) indoor speakers/strobe, six (6) outdoor speakers/strobe, two (2) explosion probe heat detectors, thirteen (13) pull stations, eight (8) relay modules, two (2) duct smoke detectors, two (2) key switches, twelve (12) cover protectors, twenty-one (21) bases.	$ 25,422,614.00	04.04.2019
Grand Totals:				**$ (728,321.93)**	**196**	**-1.68%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #35
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
Nova High School
P.001817

School Board Meeting: 02.10.2026

The financial impact of this item is $130,267.61

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/21/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Request to Transfer and Reallocate Project Funds - McArthur HS, P.001954

REQUESTED ACTION:

Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Itemized Furniture List
- ADEFP
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $154,840 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Request to Transfer and Reallocate Project Funds
McArthur High School, Hollywood
Former SMART Program Renovations
Project No. P.001954

Board Meeting Date: February 10, 2026

Requested Action:

Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District 1

Impact of the School Board's Vote:

- If the School Board votes "Yes": The deteriorated and outdated furniture in the Building 1 administrative offices will be replaced.

- If the School Board votes "No": The substantially worn and inadequate furniture in the Building 1 administrative offices will remain in use, and the needed upgrades will be deferred, resulting in the prolonged use of furniture that no longer meets the day-to-day needs of the office.

Background/History

The initial contract documents did not include funding for Furniture, Fixtures, and Equipment (FF&E) for Building 1. However, the furniture in the Building 1 administrative offices requires replacement. Staff is requesting School Board approval to reallocate $154,840 from the existing project funding to provide new furniture, including office chairs, bookcases, file drawers, cube tables, and freestanding desks. This funding covers the cost of the FF&E, along with delivery and installation.

Project Scope & Detail:

The scope of work for the project includes fire sprinkler installation, safety and security upgrades, electrical improvements, HVAC system upgrades, media center improvements, STEM lab improvements, ADA restroom renovations, and extensive building envelope improvements. Building envelope scope includes exterior stucco repair, aluminum window and storefront

replacement, exterior and interior painting, new flooring, acoustic ceiling replacement, reroofing, door and hardware replacement, concrete slab repairs, and new exterior canopy and storefront openings.

Project Status Updates:
The construction phase is 95% complete. The remaining work includes campus-wide test and balance, commissioning, and scheduling final inspections.

Notice to Proceed:	02/28/24
Projected Substantial Completion Date:	02/15/27
Projected Final Completion Date:	07/15/27

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Reallocating contingency funds to replace the worn furniture in the Building 1 administrative offices will provide staff with appropriate and functional furnishings that support daily operations, ensuring the renovated space is fully equipped to meet current administrative needs.

Financial Impact, Funding Source & Budget Status:
- The financial impact of this item is $154,840.
- There are multiple potential change orders (PCO) actively in review which may result in a potential impact to the project budget. Therefore, $100,000 will be reallocated from the remaining available contingency on Project No. P.002892 McArthur High School – New Classroom Addition.

Total Project Funding Allocation	Current Budget	Change Amount	Revised Budget
P.001954 Primary Renovation Project	$16,844,920.72	$100,000	$16,944,920.72
P.001954 Demolition of Bldgs 6 & 7	$951,479.28	$0	$951,479.28
P.002892 New Classroom Addition	$22,435,327.00	($100,000)	$22,335,327.00
Total	**$40,231,727.00**	**$0**	**$40,231,727.00**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget, and the construction schedule, including the duration required to achieve Substantial and Final Completion, is already established in the contract. Any future funding changes or change orders exceeding the limitations outlined in Policy 8000 will require a separate Board item for approval.

Procurement Method: ITB – Design/Bid/Build

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

December 8, 2025

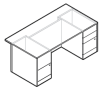
Schoolhouse PRODUCTS INC.

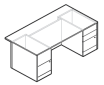
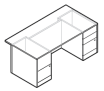
13517 Prestige Place, Suite 101
Tampa, FL 33635

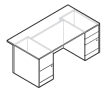
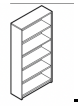
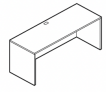
James Elder

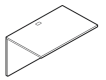
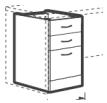
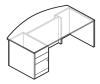
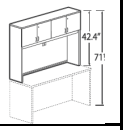
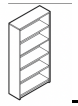
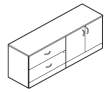
Mcarthur High School
6401 Pines Blvd,
Hollywood, FL 33024, United States
754-323-1200

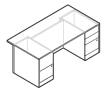
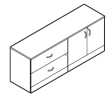
Per Broward County Bid FY21-106

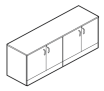
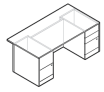
Qty	Manufacturer	Model #	Finish	Description	List Price	Discount	Unit Price	Extnd Price	Image
				Room 101					
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
				Room 101A					
2	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 1,136.72	
2	Global	GCUP1821	Laminate: -Quartered Mahogany QTM	Laminate Occasional Tables 21"H Plinth Cube Table, Recessed Base, 18"W x 18"D	$ 837.00	48.0%	$ 435.24	$ 870.48	
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	
				Room 101B					
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	

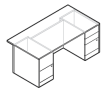
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 102									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 103									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	

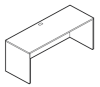
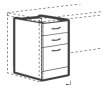
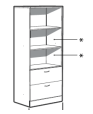
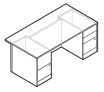
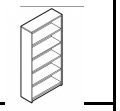
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 104									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 106									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z2472T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zria Series 24” Deep Freestanding Table. Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 72"W x 29.5"H	$ 987.00	48.0%	$ 513.24	$ 513.24	

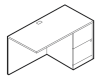
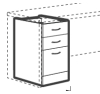
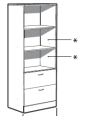
1	Global	Z2042FB	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Flush Bridge* Top surface, back panel and hardware to create a “U” shape by connecting two units with full end panels. Grommet in worksurface 20"D x 42"W x 29.5"H	$ 601.00	48.0%	$ 312.52	$ 312.52	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H returns, extended corners, freestanding and connectable tables of the same depth. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23.4"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z3672FB3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Bow Top Desk - LEFT Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. Bow top overhangs 2 ¼” at ends and 8” on center. 36"D x 72"W x 29.5"H	$ 2,135.00	48.0%	$ 1,110.20	$ 1,110.20	
1	Global	Z72S42H	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Closed Hutch with Doors - 42.4” High One fixed shelf and fixed shelf divider. Closed back features one grommet and flexible sweep for wire management. Doors lock. 15"D x 72"W x 41.9"H	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZTB7021	Graphite	Zira Series Tackboard For use on Z72S42xxx	$ 808.00	48.0%	$ 420.16	$ 420.16	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 107									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

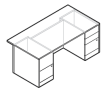
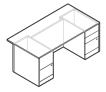
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 108									
4	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 1,557.92	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	Z2472SCSC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Storage Cabinet Credenza** Two storage cabinets side-by-side. Hinged doors cover one adjustable shelf. Locking doors keyed alike. 24"D x 72"W x 29.5"H	$ 2,401.00	48.0%	$ 1,248.52	$ 1,248.52	
Room 109									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 109A									

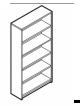
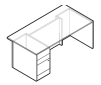
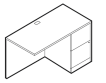
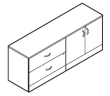
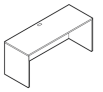
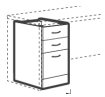
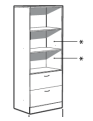
10	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 5,683.60	
1	Global	Z2072SCSC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Storage Cabinet Credenza** Two storage cabinets side-by-side. Hinged doors cover one adjustable shelf. Locking doors keyed alike. 20"S x 72"W x 29.5"H	$ 2,110.00	48.0%	$ 1,097.20	$ 1,097.20	
1	Global	TBTLS12048	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Boat Top with Slab Base. 48"D x 120"W x 29"H	$ 2,366.00	48.0%	$ 1,230.32	$ 1,230.32	
Room 110									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 112									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

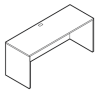
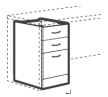
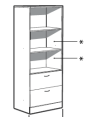
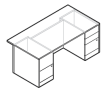
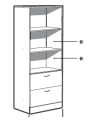
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 113									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
Room 115									
5	Global	TRCLS9648	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Racetrack Top with Slab Bases. 48"D x 96"W x 29"H	$ 1,617.00	48.0%	$ 840.84	$ 4,204.20	
100	Global	6324	Fabric: Release Olive (RL26). Mesh Back: Black	Vion Series Armless Stack Chair. Stacks 4 High. Black Back and Accents.	$ 701.00	48.0%	$ 364.52	$ 36,452.00	
1	Global	A1844LC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Adaptabilities Lectern Features angled stand, storage shelf and casters. 18"D x 24" Wx 44"H	$ 941.00	48.0%	$ 489.32	$ 489.32	
Room 118									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

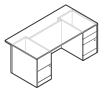
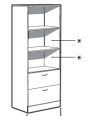
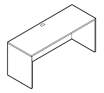
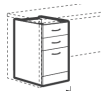
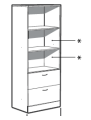
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 119									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122									
2	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 1,136.72	

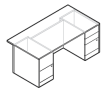
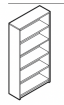
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	
2	Global	TRD4TS42	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge. Base: Black	Anywere Table Collection. Round Table, Tapered Blade Base. 42"Dia.	$ 665.00	48.0%	$ 345.80	$ 691.60	
2	Global	Z3072F3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Desk - LEFT* Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. 30"D x 72"W x 29"H	$ 2,043.00	48.0%	$ 1,062.36	$ 2,124.72	
2	Global	Z20482R	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Full to Floor Flush Return - RIGHT Standard with file/file pedestal on right. Grommet in worksurface. One pencil tray. Pedestal locks. 20"D x 48"W x 29"H	$ 1,350.00	48.0%	$ 702.00	$ 1,404.00	
Room 122A									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122B									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122C									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122D									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	Z3072F3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Desk - LEFT* Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. 30"D x 72"W x 29"H	$ 2,043.00	48.0%	$ 1,062.36	$ 1,062.36	
1	Global	Z20482R	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Full to Floor Flush Return - RIGHT Standard with file/file pedestal on right. Grommet in worksurface. One pencil tray. Pedestal locks. 20"D x 48"W x 29"H	$ 1,350.00	48.0%	$ 702.00	$ 702.00	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 122E									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122F									

1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122G									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3066F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 66"w x 29.5"h	$ 2,673.00	48.0%	$ 1,389.96	$ 1,389.96	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122H									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3066F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 66"w x 29.5"h	$ 2,673.00	48.0%	$ 1,389.96	$ 1,389.96	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122J									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122C									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	

1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	TBTLS7236	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Boat Top with Slab Base. 36"D x 72"W x 29"H	$ 1,086.00	48.0%	$ 564.72	$ 564.72	

Sub Total: $ 154,839.88
Installation: Included
Freight: Included

Total: $ 154,839.88

Thank you for your business!

Erik Posusta
Account Manager
Schoolhouse Products Inc.
800-942-3360
Quote expires in 30 days

Please double check all colors, quantities and sizes. Some manufacturers do not accept returns, while others charge return freight and restocking fees
Any image, drawing or rendering provided in conjunction with this quote is for informational purposes only and Schoolhouse Products is not responsible for overall accuracy of the room
** All Pricing is subject to quantites and finishes indicated in the above quote. Any change to these fields could result in a change to the unit price or discount offered **

McArthur High School

Active

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY18	2,005,929						2,005,929	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART	FY18	1,120,508						1,120,508	Electrical Improvements
SMART	FY18	1,014,836						1,014,836	Fire Sprinklers
SMART	FY18	435,004						435,004	HVAC Improvements
SMART	FY18	409,875						409,875	Media Center improvements
SMART	FY18	635,000						635,000	Replacement of building 1
SMART	FY18	387,842						387,842	Safety / Security Upgrade
SMART	FY18	1,562,902						1,562,902	STEM Lab improvements
SMART	FY24	10,224,504						10,224,504	Additional funding for approved scope
DEFP	FY18	5,800,000						5,800,000	Replacement of Building 6
DEFP	FY24	16,635,327						16,635,327	Additional funding for approved scope
DEFP	FY25	1,200,000	6,800,000					8,000,000	Pool Replacement
		41,431,727	6,800,000	0	0	0	0	48,231,727	

Completed

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY16	300,000						300,000	Music Equipment Replacement
SMART	FY17	263,000						263,000	Additional computers to close computer gap
SMART	FY17	27,000						27,000	CAT 6 Data port Upgrade
SMART	FY17	26,000						26,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	FY17	164,000						164,000	Wireless Network Upgrade
SMART	FY18	100,000						100,000	School Choice Enhancement
SMART	FY18	121,000						121,000	Weight Room Renovation
SMART	FY22	-216						-216	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
SMART	FY22	2,439,600						2,439,600	Roofing Building 12, 13, 16, 17, 18, 21, 24, 25, 26
SMART	FY25	-361,943						-361,943	Funding reduced for financial close-out. Savings returned to the Capital Reserve.
DEFP	FY15	212,265						212,265	Install new aluminum canopies along the existing walkways from the Cafeteria Building to the Auditorium and from the main entrance to the Guidance entrance.

Items that appear in bold and with underscore are newly added.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Request to Reallocate Project Funds
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
McArthur High School
P.001954

School Board Meeting: 02.10.2026

The financial impact of this item is $154,840.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

$100,000 will be reallocated from the remaining available contingency on Project No. P.002892 McArthur High School - New Classroom Addition.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/12/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY20-121 – Guaranteed Energy Performance Contracting Services
This is a companion item to RR-1.

REQUESTED ACTION:

Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Fourth Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Fourth Amendment
- Memo to Revise

FINANCIAL IMPACT:

The annual capital equipment lease payments are offset in the District's budget by the guaranteed utilities savings; therefore, there is no net financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-4753

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

EXECUTIVE SUMMARY

Recommendation to Approve the Fourth Amendment
FY20-121 – Guaranteed Energy Performance Contracting Services

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Board Meeting Date: February 10, 2026

Requested Action:
Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Phase 5, 2025/2026					
School	**District**	**School**	**District**	**School**	**District**
Annabel C. Perry PreK-8	1	Cypress Bay HS	6	Piper HS	5
Apollo MS	1	Dave Thomas West Ctr	7	Pompano Beach HS	7
Attucks MS	1	Falcon Cove MS	6	Riverland ES	3
Bair MS	5	Lakeside ES	2	Seagull School	3
Coral Glades HS	4	Lauderhill 6-12	5	Virginia S. Young Mont.	3
Croissant Park ES	3	Miramar HS	2	Wingate Oaks Ctr	5
Crystal Lake MS	7	Nova MS	6		

Impact of the School Board's Vote:
- If the School Board votes "Yes": A Yes vote on this item initiates LED Lighting and plumbing upgrade projects at twenty (20) Schools, which results in a safer, enhanced, and environmentally greener student and teacher learning environment with guaranteed annual savings of over 1 million dollars annually to the District. In addition, six (6) of the twenty (20) schools will receive new trash compactors to reduce the refuse operational costs.
- If the School Board votes "No": A No vote on this item means that the existing fluorescent lighting, inefficient plumbing, and refuse collection systems will remain with no reductions in energy, water, or refuse cost or consumption.

Background/History
Energy Savings Performance Contracting is a proven, alternative procurement method that has been widely used for more than thirty (30) years, is recognized by the U.S. Department of Energy, and permits governmental agencies to enter into a guaranteed energy, water, or wastewater savings Agreement for a duration of more than one (1) year with vendors of guaranteed energy, water, or wastewater savings programs. These programs are financially guaranteed to achieve the projected savings by the Energy Service Company (ESCO), which reduces budget and operational risk to the District.

The objective of SBBC's Energy Performance Contract projects is to generate significant consumption reductions and cost savings in energy and water utilities by upgrading necessary infrastructure and safety features, including energy-efficient LED technologies and low-flow plumbing fixtures. Implementation of these upgrades also supports the environmental stewardship of the District.

Phase I (Pilot): (Approved by SBBC on May 19, 2020, for nine (9) Schools): Construction was completed in August 2021, with year-to-date verified savings of $1,334,733, which positively exceeded the guaranteed total Year-to-date savings by $902,712.

Phase II: (Approved by SBBC on December 14, 2021, for twenty-one (21) Schools): Construction was completed in September 2023 with verified savings of $1,399,073 (as of December 2024), which positively exceeded the guaranteed total savings by $512,318.

Phase III: (Approved by SBBC on June 13, 2023, for twenty-three (23) Schools): Construction was completed in August 2024 with a year-to-date verified savings of $1,487,142, which positively exceeded the guaranteed total Year-to-date savings by $498,155.

Phase IV: (Approved by SBBC on July 23, 2024, for thirty-one (31) Schools): Construction is in progress with an estimated completion date of February 2026 and estimated total annual project savings of over $1,000,000.

Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this amendment ensures continued progress toward energy efficiency, cost savings, and improved learning environments across the District. Phase V: Estimated total annual project savings is over $1,400,000 with a guaranteed performance period of fifteen (15) years.

Financial Impact, Funding Source & Budget Status:
The financial impact of this spending authority is $14,760,460. The annual capital equipment lease payments are included in the fiscal year 2026 District Educational Facilities Plan and are offset in the District's General Fund budget by the guaranteed utility savings. As a result, there is no net financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement – original spending authority request	1/14/2020			$0	
First Amendment	12/14/2021			$0	
Second Amendment	6/13/2023			$0	
Third Amendment	4/16/2024	Yes		$544,316.74	
Fourth Amendment	2/10/2026	Yes-DEFP	(FY25-26) CAPITAL (TRANSFER To General Fund) Fund: 11	14,760,460	
Total Agreement Amount				**$14,760,460**	**180**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. This Agreement is for a maximum of twenty (20) years, with a specific term of the loan being fifteen (15) years.
Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None.

Procurement Method:
Due to the positive success and impact of Phases I to IV, the District opted to unanimously approve the next Phases of services for one hundred additional District Schools (100) in Fiscal Year (FY) 2025/2026 through FY2029/2030. The Project Development Agreement (PDA) for Phases V through IX, to evaluate one hundred (100) locations, twenty (20 per phase/year), was approved by the School Board on August 19, 2025, as Item OO-18.

Impact on Schools:
Installation of the LED lighting systems directly enhances the student learning and staff working environment and reduces lighting heat output, affecting Heating, Ventilation, and Air Conditioning operation and indoor environmental quality. Upgrades to the plumbing systems reduce gallons per flush and gallons per minute; new trash compactors reduce trash pickup frequency and promote a cleaner area. All projects result in a reduction in consumption/usage and utility costs, which allows funds to be allocated in other areas in support of schools.

If there is an impact on schools, how will schools be selected/prioritized:
Schools throughout the District are considered for evaluation based on historical knowledge of existing inefficient lighting fixtures as identified by Physical Plant Operations (PPO), Facilities Condition Assessments, and fire or safety-related inspections. Any planned projects from other Departments or Programs are reviewed and considered for inclusion in the Performance Contracting program.

Stakeholder Engagement/ End-User Input:
PPO, Office of Capital Programs, Food & Nutrition Services, School Principals, and Head Facilities Service Persons participated in the process of selecting and prioritizing schools based on identified needs, such as aging or inadequate lighting and high refuse costs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The expected life/replacement cycle is twenty years (20) years.

Additional Backup:
Energy Savings Performance Contracting (ESPC) initiatives—such as LED lighting upgrades—have significantly improved the learning environment across Broward County Public Schools. These enhancements have delivered measurable benefits in safety, energy efficiency, and sustainability, earning strong praise from school leaders and staff. Below are representative testimonials from multiple campuses and project phases:

William Dandy Middle School (Phase I) **July 6, 2021**
"As a result of William Dandy Middle School being selected for the Phase 1 Program for Infrastructure Upgrades, our school has benefited from modernized lighting systems installed throughout the campus. This has resulted in a safer school environment that is now more energy-efficient and sustainable for students and staff."
— **John W. Battle III, Assistant Principal**

Pines Lakes Elementary School (Phase I) **April 1, 2024**
"Pines Lakes Elementary has been the recipient of a multi-phase project for energy improvements to upgrade lighting and water conservation. As Principal, I am proud to support the District's application for the U.S. Department of Energy's Efficient and Healthy Schools Campaign. Our district is leading the way in energy-efficient schools, and I can attest to the success of its implementation. This project improved safety and provided a more conducive learning environment for over 500 students and staff."
"Our school is one of the older campuses in the District. When I became Principal eleven years ago, I noticed the impact of outdated lighting and plumbing on students and staff. While we worked hard to improve efficiency through educational activities, the greatest impact has come from this energy efficiency project. I am extremely grateful for that."
"Mr. Eric Jackson, Head Facilities Service Person, shared that he and his team have noticed a reduction in maintenance needs since the project began."
— **Susan F. Sasse, Principal**

Blanche Ely High School (Phase II) **May 5, 2023**
"Nighttime security and safety have improved significantly with all exterior lights now operational, as well as classroom instruction with every fixture lit in every room. Thank you and your team for a job well done!"
— **Michael Crehan, Head Facilities Serviceperson**

Walker Elementary School (Phase II) **March 1, 2023**

"Good day, Ms. Puma. I hope all is well. Last year, your team completed lighting and plumbing upgrades for Walker Elementary School. Were these upgrades a district-wide initiative? I am now the Principal at Wilton Manors and wanted to know if the school is scheduled for similar upgrades. I have some safety concerns with lighting and want to make sure we are conserving water and energy usage. Your help with this matter would be greatly appreciated."

— **Tauri J. Eligon, Principal**

Whiddon Rogers Education Center (Phase III) **February 20, 2024**

"I have noticed the phenomenal difference in our campus lighting. This project was definitely needed and long overdue. Thank you for all you have done!"

— **Wylie L. Howard Jr., Principal**

Silver Lakes Middle School (Phase III) **October 27, 2023**

"This is amazing. It is the talk of the school among students and staff. I truly appreciate the professionalism and quality work of the crew."

— **Errol Evans, Principal**

"The media center and hallways look great! These new lights make a big difference in the aesthetics of the campus. Thank you."

— **Armando Alejo, Assistant Principal**

Taravella High School (Phase IV) **March 13, 2024**

"We are excited about the improvements to our school's lighting."

— **Mary DeArmas, Principal**

Nob Hill Elementary School (Phase IV) **March 13, 2024**

"Several schools mentioned they are thrilled with the updates, and I am too!"

— **Rose Marie DeFalco, Head Facilities Serviceperson**

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	January 21, 2026
Previous Bid # (Ex: 10-004R):	FY20-121	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	Guaranteed Energy performance Contracting Services
Previous Award Total:	$14,760,460		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	5/19/2020	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	5/18/2040	**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	
Unused Authorized Spending:	**$14,760,460**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	Alison D. Witoshynsky
Fund	1000	**Title**	Director
Functional Area	8102705570000000	**Department/School Name**	Environmental Health & Safety
Commitment Item	53510000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES

THIS FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES ("MASTER AGREEMENT") is made and entered into as of this ____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or "CUSTOMER"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOHNSON CONTROLS, INC.
(hereinafter referred to as "CONTRACTOR" or "JCI"),
having a place of business at
15901 SW 29TH St., Suite #801, Miramar, FL 33027

WHEREAS, SBBC and JCI (collectively, the "Parties") entered into the Master Agreement dated May 19, 2020, as amended by the First Amendment dated December 14, 2021; the Second Amendment dated June 22, 2023, and the Third Amendment dated July 25, 2024 (hereafter "Agreement"); and

WHEREAS, the Agreement is for energy and utility conservation measures in educational facilities to reduce the amount of energy consumed and produce immediate and long-term savings; and

WHEREAS, on August 19, 2025, in accordance with and pursuant to Section 489.145, Florida Statutes, the Parties entered into a Project Development Agreement (the "Phase V PDA") pursuant to which JCI agreed to provide a Detail Development Summary (the "Report") for energy cost savings for an additional phase of work; and

WHEREAS, as authorized in the Phase V PDA, SBBC desires to retain JCI to perform the work specified in Article 1 (Scope of Work) hereto (the "Phase V Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement with respect to the Phase V Work through this Fourth Amendment to the Agreement (hereafter "Fourth Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The Parties hereby agree to the following:

a) Pursuant to Article 33 (Modifications) of the Agreement, the following school locations are hereby added to those locations for which JCI shall provide improvement measures pursuant to the terms of the Agreement as amended herein:

#	School Name
1	Annabel C Perry PreK-8
2	Apollo MS
3	Attucks MS
4	Bair MS
5	Coral Glades HS
6	Croissant Park ES
7	Crystal Lake MS
8	Cypress Bay HS
9	Dave Thomas West Center
10	Falcon Cove MS
11	Lakeside ES
12	Lauderhill 6-12
13	Miramar HS
14	Nova MS
15	Piper HS
16	Pompano Beach HS
17	Riverland ES
18	Seagull School
19	Virginia S Young Montessori
20	Wingate Oaks Ctr

b) The following Articles and Attachments are incorporated by reference into the terms and conditions of the Agreement with respect to the Phase V Work:

i. Article 1 – Scope of Work

1. FIM 1 Appendix (room by room lighting scope)
2. FIM 2 Appendix (water fixture counts)
3. FIM 3 Appendix (INDEX of design drawings, compactor construction documents)

ii. Article 2 – Assured Performance Guarantee

iii. Article 3 – Customer Responsibilities

iv. Article 4 – Price and Payment Terms

c) SBBC shall issue a Notice to Proceed for the Phase V Work to JCI prior to commencement of such work and shall execute a Certificate of Substantial Completion and a Certificate of Final Completion related to such work pursuant to Section 6

(NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES) of the Agreement.

d) The Warranty Period and Guarantee Term for the Phase V work shall be based on the date of Substantial Completion of such Phase V work pursuant to Section 10 (WARRNTY) and Article 2 (ASSUREED PERFORMANCE GUARANTEE) of the Agreement.

e) The Phase V Work is separate and distinct from all other phases of work previously performed, or which are in the process of being performed, under the Agreement.

1.03 **Cost of Services.** SBBC shall pay JCI for services rendered for the Phase V Work and related M&V Services in accordance to the attached Article 4 under this Fourth Amendment.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fourth Amendment to Agreement; then
b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect. This Fourth Amendment shall have no effect on the Work being performed in accordance with the original schedules attached to the Agreement or the schedules attached to the Second Amendment.

1.06 **Authority.** Each person signing this Fourth Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment to Agreement.

(Remainder of page intentionally left blank; Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; Signature page follows)

FOR CONTRACTOR:

(Corporate Seal)

ATTEST:

JOHNSON CONTROLS, INC.

By _____
Signature

_____, Secretary

Printed Name: Matthew Singleton

Title: Area General Manager

-or-

Witness Kathy D'Amato

Witness John Felke

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/21/26 (date) by Matthew Singleton (name of officer/agent and title of officer/agent) of Johnson Controls Inc (name of corporation acknowledging), a GM (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced DL FL (type of identification) as identification and who did/ did not first take an oath this 21 day of Jan, 2026.

My Commission Expires: 06/11/27

Signature – Notary Public

(SEAL)

Notary Public State of Florida
Kendal P Santin
My Commission HH 409130
Expires 6/11/2027

Kendal P Santin
Printed Name of Notary

HH409130
Notary's Commission No.

Article 1. SCOPE OF WORK

Scope of Work Summary	
FIM – 1	LED Lighting Upgrades
FIM – 2	Water Conservation
FIM – 3	Compactors

FIM–1: LED Lighting Upgrades

This Scope of Work includes materials and labor for the following:

Materials and labor to perform the lighting system improvements as detailed in *FIM-1 Appendix*. Space generalizations are described below. These generalizations apply only to areas and fixtures specified in *FIM-1 Appendix.*

- Fluorescent T8 and T12 lamps will be eliminated in specified areas and new LED technology T8 tubes, retrofit kits, or new fixtures will be installed. For new LED tube locations, the existing T8 ballasts will be removed. Existing incandescent and compact fluorescent lamps will be replaced with high efficiency LED lamps or replaced with new LED recessed can kits (only for existing specified recessed-can fixtures).
- Gym high bay fixtures not currently fitted with LED technology fixtures will be replaced with new high bay LED technology fixtures.
- Exterior wall pack fixtures not currently fitted with LED technology will be replaced with new LED wall pack fixtures.
- Exterior pole metal halide and high pressure sodium shoebox fixtures will be replaced with new LED shoebox, cobra head, or slip-fitter type fixtures.
- Exterior metal halide can fixtures will be replaced with LED recessed can kits.
- Wireless ceiling motion sensors or wall switch sensors will be installed based on room size and relative space usage. Gyms getting new LED fixtures will have fixture-mounted occupancy sensors. For complete sensor locations and type see *FIM-1 Appendix*

The following table provides a summary of the quantities of fixtures improved by these upgrades.

Column Header Descriptions
“Add" denoted the install of sockets.
“New Fixture” denotes a new fixture installation.
“Retrofit” denotes a TLED retrofit and also HID or CLF to LED relamps where the HID ballast is removed.
“Retrofit with Kit” denotes recessed can fixtures retrofit with a LED retrofit kit and the use of a LED door kit or a reflector kit in addition to the TLED retrofit.
“Relamp” denotes screw-in replacements in fixtures with no existing ballasts (incandescent fixtures, CFLs, Halogens).

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Annabel C. Perry PreK-8				**17**	**157**	**1755**	**261**	**2190**
SEN - Sensor/Controls							261	261
CF - Compact Fluorescent				2				2
ECF - Exit Sign					69			69
EMG - Frogeye					24			24
FT12 - T12 and other Linear Fluorescent						1168		1168
FT8 - T8 Linear Fluorescent						585		585
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				13	10			23
I - Standard Incandescent				2				2
LED					54			54
Annabel C. Perry PreK-8 - EXTERIOR					**213**			**213**
FT12 - T12 and other Linear Fluorescent					1			1
FT8 - T8 Linear Fluorescent					1			1
H - Halogen Incandescent					2			2
HPS - High Pressure Sodium					5			5
LED					204			204
Apollo MS	**84**	**32**	**85**	**17**	**409**	**2503**	**308**	**3438**
Replace Sensor	84							84
SEN - Sensor/Controls							308	308
CF - Compact Fluorescent			85			1		86
ECF - Exit Sign					85			85
EMG - Frogeye					111			111
FT12 - T12 and other Linear Fluorescent					2	1		3
FT8 - T8 Linear Fluorescent						2499		2499
H - Halogen Incandescent				7				7
I - Standard Incandescent				10				10
LED		14			210			224
MH Metal Halide Fixtures		18				2		20
Apollo MS - EXTERIOR		**50**	**2**	**1**	**54**			**107**
CF - Compact Fluorescent		2	2					4
FT8 - T8 Linear Fluorescent		13						13
I - Standard Incandescent		5		1				6
LED					54			54
MH Metal Halide Fixtures		30						30
Attucks MS			**9**	**24**	**306**	**2928**	**327**	**3594**
SEN - Sensor/Controls							327	327
CF - Compact Fluorescent			9		6	1		16
ECF - Exit Sign					98			98

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
EMG - Frogeye					1			1
FT12 - T12 and other Linear Fluorescent						695		695
FT8 - T8 Linear Fluorescent					2	2208		2210
H - Halogen Incandescent				21				21
I - Standard Incandescent				3				3
LED					184			184
LED Tube					15			15
MV Mercury Vapor						24		24
Attucks MS - EXTERIOR		**69**			**130**	**2**		**201**
EMG - Frogeye					1			1
FT8 - T8 Linear Fluorescent		4				2		6
HPS - High Pressure Sodium		7						7
LED					120			120
MH Metal Halide Fixtures		58			9			67
Bair MS	**8**	**20**		**14**	**234**	**2093**	**346**	**2715**
Replace Lens	8							9
SEN - Sensor/Controls					8		346	354
CF - Compact Fluorescent					2			2
ECF - Exit Sign					128			128
EMG - Frogeye					4			4
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					39	2091		2130
I - Standard Incandescent				14				14
LED					15			15
LED Tube					36			36
MH Metal Halide Fixtures		20						20
Bair MS - EXTERIOR		**73**			**16**			**89**
CF - Compact Fluorescent		2						2
FT8 - T8 Linear Fluorescent		71						71
LED					15			15
MH Metal Halide Fixtures					1			1
Coral Glades HS		**49**	**139**	**55**	**313**	**4086**	**387**	**5029**
SEN - Sensor/Controls							387	387
CF - Compact Fluorescent			139					139
ECF - Exit Sign					137			137
FT8 - T8 Linear Fluorescent					26	4086		4112
H - Halogen Incandescent				25	10			35
I - Standard Incandescent				30				30
LED		46			140			186

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
MH Metal Halide Fixtures		3						3
Coral Glades HS - EXTERIOR		**133**	**6**		**152**			**291**
CF - Compact Fluorescent		98			8			106
FT8 - T8 Linear Fluorescent		9						9
HPS - High Pressure Sodium		24						24
LED					144			144
MH Metal Halide Fixtures		2	6					8
Croissant Park ES	**4**	**11**	**8**	**4**	**99**	**1808**	**204**	**2138**
Replace Lens	4							4
SEN - Sensor/Controls							204	204
CF - Compact Fluorescent		11	8			1		20
ECF - Exit Sign					35			35
EMG - Frogeye					9			9
FT8 - T8 Linear Fluorescent					3	1807		1810
H - Halogen Incandescent					32			32
I - Standard Incandescent				4				4
LED					20			20
Croissant Park ES - EXTERIOR		**212**	**11**		**22**			**245**
CF - Compact Fluorescent		12						12
FT8 - T8 Linear Fluorescent		111						111
HPS - High Pressure Sodium		89	11		10			110
LED					12			12
Crystal Lake MS	**11**	**3**		**21**	**253**	**2629**	**438**	**3355**
Replace Lens	11							11
SEN - Sensor/Controls							438	438
CF - Compact Fluorescent		3						3
ECF - Exit Sign					92			92
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					2	2395		2397
FT8 - T8 Linear Fluorescent						234		234
H - Halogen Incandescent				8				8
I - Standard Incandescent				13	4			17
LED					120			120
LED Tube					1			1
Crystal Lake MS - EXTERIOR		**90**	**28**	**20**	**67**	**12**		**217**
CF - Compact Fluorescent			16					16
FT8 - T8 Linear Fluorescent		59						59
I - Standard Incandescent				20				20
LED					61			61
MH Metal Halide Fixtures		31	12		6	12		61

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Cypress Bay HS	**11**		**432**	**6**	**278**	**4149**	**688**	**5564**
Replace Lens	11							11
SEN - Sensor/Controls					1		688	689
CF - Compact Fluorescent			320					320
ECF - Exit Sign					144			144
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					8	4		12
FT8 - T8 Linear Fluorescent					8	4145		4153
H - Halogen Incandescent			112					112
I - Standard Incandescent				6	3			9
LED					76			76
LED Tube					4			4
Cypress Bay HS - EXTERIOR		**231**			**294**	**7**		**532**
FT8 - T8 Linear Fluorescent		5				7		12
HPS - High Pressure Sodium		208						208
LED					229			229
MH Metal Halide Fixtures		18			65			83
Dave Thomas West Center			**9**	**13**	**84**	**1206**	**216**	**1528**
SEN - Sensor/Controls							216	216
CF - Compact Fluorescent			9					9
ECF - Exit Sign					41			41
EMG - Frogeye					7			7
FT12 - T12 and other Linear Fluorescent					4			4
FT8 - T8 Linear Fluorescent						1206		1206
H - Halogen Incandescent				12	3			15
I - Standard Incandescent				1				1
LED					29			29
Dave Thomas West Center - EXTERIOR		**75**	**5**		**71**			**151**
CF - Compact Fluorescent		57	5					62
HPS - High Pressure Sodium		18			3			21
LED					68			68
Falcon Cove MS		**15**	**30**	**6**	**1004**	**2991**	**480**	**4526**
SEN - Sensor/Controls							480	480
CF - Compact Fluorescent			30		12			42
ECF - Exit Sign					136			136
EMG - Frogeye					5			5
FT8 - T8 Linear Fluorescent					3	2991		2994
H - Halogen Incandescent				6				6
LED					836			836

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
LED Tube					12			12
MH Metal Halide Fixtures		15						15
Falcon Cove MS - EXTERIOR		**44**	**8**		**283**			**335**
CF - Compact Fluorescent		2	8					10
FT8 - T8 Linear Fluorescent		31						31
HPS - High Pressure Sodium		11						11
LED					282			282
MH Metal Halide Fixtures					1			1
Lakeside ES			**1**		**174**	**2071**	**232**	**2478**
SEN - Sensor/Controls							232	232
CF - Compact Fluorescent			1					1
ECF - Exit Sign					39			39
EMG - Frogeye					3			3
FT8 - T8 Linear Fluorescent					1	2071		2072
LED					131			131
Lakeside ES - EXTERIOR					**61**			**61**
LED					61			61
Lauderhill 6-12	**21**	**18**	**88**	**2**	**295**	**2276**	**255**	**2955**
Replace Lens	21							21
SEN - Sensor/Controls					3		255	258
CF - Compact Fluorescent		18	88	1	2	54		163
ECF - Exit Sign					82			82
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					22	2220		2242
I - Standard Incandescent				1				1
LED					169			169
LED Tube					1			1
Lauderhill 6-12 - EXTERIOR		**57**			**39**			**96**
CF - Compact Fluorescent		16						16
FT8 - T8 Linear Fluorescent		31						31
LED					38			38
MH Metal Halide Fixtures		10			1			11
Miramar HS	**85**	**10**	**71**	**48**	**619**	**3655**	**741**	**5229**
Replace Lens	85							85
SEN - Sensor/Controls							741	741
CF - Compact Fluorescent		1	71	17				89
ECF - Exit Sign					131			131
EMG - Frogeye					22			22

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT12 - T12 and other Linear Fluorescent						20		20
FT8 - T8 Linear Fluorescent					6	3624		3630
FU - U-Tube Fluorescent						11		11
H - Halogen Incandescent				4	24			28
I - Standard Incandescent				27	13			40
LED					359			359
LED Tube					28			28
LED Tube					36			36
MH Metal Halide Fixtures		9						9
Miramar HS - EXTERIOR		**129**	**42**		**119**	**9**		**299**
CF - Compact Fluorescent			18					18
EMG - Frogeye					8			8
FT8 - T8 Linear Fluorescent		126				9		135
HPS - High Pressure Sodium			20					20
LED					111			111
MH Metal Halide Fixtures		3	4					7
Nova MS	**23**	**16**	**71**	**36**	**170**	**1752**	**332**	**2400**
Replace Lens	23							23
SEN - Sensor/Controls					9		332	341
CF - Compact Fluorescent			71					71
ECF - Exit Sign					45			45
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					28	1347		1375
FT8 - T8 Linear Fluorescent					12	403		415
FU - U-Tube Fluorescent						2		2
I - Standard Incandescent				36				36
LED					42			42
MH Metal Halide Fixtures		16						16
Nova MS - EXTERIOR		**82**	**11**	**11**	**81**	**25**		**210**
CF - Compact Fluorescent		17	11			25		53
FT8 - T8 Linear Fluorescent		65						61
I - Standard Incandescent				11				11
LED					81			81
Piper HS	**9**		**22**	**58**	**718**	**4508**	**515**	**5830**
Replace Lens	9							9
SEN - Sensor/Controls							515	515
CF - Compact Fluorescent			22			4		26
ECF - Exit Sign					225			225
EMG - Frogeye					88			88

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					1	4477		4478
H - Halogen Incandescent					78			78
I - Standard Incandescent				58				58
LED					326			326
MH Metal Halide Fixtures						25		25
Piper HS - EXTERIOR		**31**	**35**		**255**	**43**		**364**
CF - Compact Fluorescent			7					7
FT8 - T8 Linear Fluorescent		22				3		25
LED					234			234
MH Metal Halide Fixtures		9	28		21	40		98
Pompano Beach HS		**29**	**338**	**26**	**268**	**3125**	**501**	**4287**
SEN - Sensor/Controls							501	501
CF - Compact Fluorescent		9	338			4		351
ECF - Exit Sign					127			127
EMG - Frogeye					33			33
FT12 - T12 and other Linear Fluorescent						21		21
FT8 - T8 Linear Fluorescent					11	2961		2972
FU - U-Tube Fluorescent						139		139
H - Halogen Incandescent				25	31			56
I - Standard Incandescent				1				1
LED		10			65			75
LED Tube					1			1
MH Metal Halide Fixtures		10						10
Pompano Beach HS - EXTERIOR		**193**	**48**		**23**	**7**		**271**
CF - Compact Fluorescent		120	36					156
FT8 - T8 Linear Fluorescent		40						40
HPS - High Pressure Sodium		5						5
LED					23			23
MH Metal Halide Fixtures		28	12			7		47
Riverland ES	**12**			**10**	**68**	**1456**	**146**	**1692**
Replace Lens	12							12
SEN - Sensor/Controls							146	146
ECF - Exit Sign					30			30
EMG - Frogeye					13			13
FT12 - T12 and other Linear Fluorescent					3	2		5
FT8 - T8 Linear Fluorescent					8	1447		1455
FU - U-Tube Fluorescent						7		7
H - Halogen Incandescent				10				10

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
LED					14			14
Riverland ES - EXTERIOR		**108**		**3**	**15**			**126**
FT8 - T8 Linear Fluorescent		95						95
HPS - High Pressure Sodium		13						13
I - Standard Incandescent				3				3
LED					15			15
Seagull School		**7**	**23**	**4**	**97**	**1235**	**138**	**1504**
SEN - Sensor/Controls							138	138
CF - Compact Fluorescent		7	23			12		42
ECF - Exit Sign					64			64
EMG - Frogeye					28			28
FT12 - T12 and other Linear Fluorescent						4		4
FT8 - T8 Linear Fluorescent					2	1218		1220
FU - U-Tube Fluorescent						1		1
I - Standard Incandescent				4				4
LED					3			3
Seagull School - EXTERIOR		**105**			**69**			**174**
CF - Compact Fluorescent		65						65
FT8 - T8 Linear Fluorescent		6						6
HPS - High Pressure Sodium		20						20
LED					69			69
MH Metal Halide Fixtures		14						14
Virginia S. Young Montessori				**19**	**32**	**1560**	**284**	**1895**
SEN - Sensor/Controls							284	284
CF - Compact Fluorescent				4				4
ECF - Exit Sign					18			18
EMG - Frogeye					3			3
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					8	1552		1560
FU - U-Tube Fluorescent						6		6
H - Halogen Incandescent				10				10
I - Standard Incandescent				5				5
LED					3			3
Virginia S. Young Montessori - EXTERIOR		**52**			**95**	**3**		**150**
CF - Compact Fluorescent						3		3
FT8 - T8 Linear Fluorescent		49						49
HPS - High Pressure Sodium		1						1
LED					95			95
MH Metal Halide Fixtures		2						2

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Wingate Oaks Ctr				**21**	**143**	**1558**	**201**	**1923**
SEN - Sensor/Controls							201	201
CF - Compact Fluorescent				2		1		3
ECF - Exit Sign					35			35
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						1		1
FT8 - T8 Linear Fluorescent						1542		1542
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				6				6
I - Standard Incandescent				13				13
LED					91			91
LED Tube					1			1
MH Metal Halide Fixtures						12		12
Wingate Oaks Ctr - EXTERIOR		**38**		**1**	**81**	**3**		**123**
FT8 - T8 Linear Fluorescent		16						16
HPS - High Pressure Sodium		16			15			31
I - Standard Incandescent				1				1
LED					63			63
MH Metal Halide Fixtures		6			3	3		12
Grand Total	268	1982	1522	437	7861	49455	7000	68525

The table below list fixtures that will not be retrofitted because either they have been previously retrofitted with LED lamps, have been asked to be excluded, or because they are specialty lighting.

Existing Technology Types by Building (Excluded from Scope)	**Grand Total**
Annabel C. Perry PreK-8	**157**
ECF - Exit Sign	69
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	26
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	43
EMG - Frogeye	24
Frogeye LED , (2) 1W lamp - No Measure Recommended	24
H - Halogen Incandescent	10
Track Head Fixture, Halogen, (1) 150W lamp - No Measure Recommended	10
LED	54
1x4 Layin Prismatic Fixture, LED Luminaire, 16W - No Measure Recommended	19
2x2 Layin Prismatic Fixture, LED Luminaire, 22W - No Measure Recommended	9
4' Strip Fixture, LED Luminaire, 10W - No Measure Recommended	16

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Wrap Fixture, LED Luminaire, (2) 16W, with Separate or Integrated Driver Component - No Measure Recommended	9
4' Wrap Fixture, LED Luminaire, 16W - No Measure Recommended	1
Annabel C. Perry PreK-8 - EXTERIOR	**213**
FT12 - T12 and other Linear Fluorescent	1
4' Vapor Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	1
2' Vapor Proof Fixture, Fluorescent, (2) 24" T-8 lamps, Electronic Ballast - No Measure Recommended	1
H - Halogen Incandescent	2
Flood Fixture, Halogen, (1) 300W lamp - No Measure Recommended	2
HPS - High Pressure Sodium	5
Exterior Wall Pack Fixture, High Pressure Sodium, (1) 100W lamp - No Measure Recommended	5
LED	204
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	71
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	48
Exterior Wall Pack Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	3
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 110W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	69
Apollo MS	**409**
No Fixture Existing, NO LIGHTING IN THIS SPACE - No Measure Recommended	1
ECF - Exit Sign	85
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	85
EMG - Frogeye	111
Frogeye LED , (2) 1W lamp - No Measure Recommended	111
FT12 - T12 and other Linear Fluorescent	2
Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	210
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	43
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	47
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	65
4' Industrial Fixture, LED Luminaire, 10W - No Measure Recommended	18
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	6
8" Round Recessed Can Fixture, LED Luminaire, 12W - No Measure Recommended	5
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED (2) Screw-in Lamps, 9W - No Measure Recommended	1
Exit Sign (Red), Emergency Lights, LED Luminaire, 5W - No Measure Recommended	22
Apollo MS - EXTERIOR	**54**
LED	54
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Canopy Fixture, LED Luminaire, 22W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	26
Exterior Wall Pack Fixture, LED Luminaire, 25W - No Measure Recommended	9
Recessed Can Fixture, LED Luminaire, 14W - No Measure Recommended	15
Attucks MS	**306**
CF - Compact Fluorescent	6
Explosion Proof Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base - No Measure Recommended	6
ECF - Exit Sign	98
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	94
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	184
12" Round Recessed Can Fixture, LED Luminaire, 60W - No Measure Recommended	36
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	1
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	46
4' Strip Fixture, LED Luminaire, 30W - No Measure Recommended	41
4' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	2
Exterior Canopy Fixture, LED Luminaire, 24W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 60W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	4
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	35
LED Tube	15
2' Recessed Fixture, LED Tube, (2) 24" T-8 , Electronic Ballast - No Measure Recommended	8
4' Strip Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	7
Attucks MS - EXTERIOR	**130**
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
LED	120
4' Vapor Proof Fixture, LED Luminaire, 25W - No Measure Recommended	53
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	30
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	36
Pole-Mounted Cobrahead Fixture, LED Luminaire, 75W - No Measure Recommended	1
MH Metal Halide Fixtures	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	9
Bair MS	**234**
Removed From Scope	10
CF - Compact Fluorescent	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Explosion Proof Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base - No Measure Recommended	2
ECF - Exit Sign	128
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	7
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	121
EMG - Frogeye	4
Frogeye LED , (2) 1W lamp - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	39
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	36
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	15
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	7
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	36
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	24
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	5
4' Wrap Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	3
High Bay Fixture, LED Tube, (4) 48" Direct-Wire T-8 - No Measure Recommended	4
Bair MS - EXTERIOR	**16**
LED	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, (2) 120W - No Measure Recommended	11
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Coral Glades HS	**313**
ECF - Exit Sign	137
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	137
FT8 - T8 Linear Fluorescent	26
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95) - DELAMPED - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	18
H - Halogen Incandescent	10
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	10
LED	140

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x2 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	6
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	91
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	5
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	12
High Bay Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	15
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
LED Screw-in Lamp, (2) 6W - No Measure Recommended	4
Coral Glades HS - EXTERIOR	**152**
CF - Compact Fluorescent	8
Compact Fluorescent, Multi, 4-pin, (1) 42W lamp - No Measure Recommended	8
LED	144
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	7
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	40
Exterior Wall Pack Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	14
Exterior Wall Pack Fixture, LED Screw-in Lamp, 45W - No Measure Recommended	2
LED Luminaire, 20W - No Measure Recommended	1
LED Screw-in Lamp, 18W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	65
Croissant Park ES	**99**
ECF - Exit Sign	35
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	35
EMG - Frogeye	9
Frogeye LED , (2) 1W lamp - No Measure Recommended	9
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
H - Halogen Incandescent	32
Track Head Fixture, Halogen, (1) 120W lamp - No Measure Recommended	32
LED	20
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	11
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	6
Croissant Park ES - EXTERIOR	**22**
HPS - High Pressure Sodium	10
Pole, Spider Mount, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
LED	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	2
Exterior Wall Pack Fixture, Cutoff, LED Luminaire, 20W - No Measure Recommended	1
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Crystal Lake MS	**253**
ECF - Exit Sign	92
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	92
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	4
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
LED	120
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	6
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	55
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	12
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	30
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
2x4 Layin Prismatic Fixture, LED Tube, (5) 48", 12W LED Tube, Line Voltage - No Measure Recommended	1
Crystal Lake MS - EXTERIOR	**67**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	18
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	31
LED Screw-in Lamp, 18W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 125W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (3) 125W - No Measure Recommended	1
Pole-Mounted Cobrahead Fixture, LED Luminaire, 125W - No Measure Recommended	7
MH Metal Halide Fixtures	6
Pole-Mounted Flood Fixture, Metal Halide, (4) 750W lamp, Magnetic ballast - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 250W lamp, Magnetic ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Cypress Bay HS	**278**
Specialty Sign - No Measure Recommended	1
ECF - Exit Sign	144

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	12
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	132
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	4
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	8
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
Explosion Proof Fixture, Fluorescent, (3) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I **-** Standard Incandescent	3
China Hat Fixture, Incandescent, (1) 250W lamp - No Measure Recommended	3
LED	76
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	3
8' Strip Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	8
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	56
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Luminaire, 24W - No Measure Recommended	2
LED Tube	4
2x4 Layin Prismatic Fixture, LED Tube, (1) 48" Direct-Wire T-8 - No Measure Recommended	4
Cypress Bay HS - EXTERIOR	**294**
LED	229
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	142
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	60
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	1
LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	5
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	12
MH Metal Halide Fixtures	65
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	37
Pole-Mounted Shoebox Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	28
Dave Thomas West Center	**84**
ECF - Exit Sign	41

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	7
Frogeye LED , (2) 1W lamp - No Measure Recommended	7
FT12 - T12 and other Linear Fluorescent	4
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
H - Halogen Incandescent	3
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	3
LED	29
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	4
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	24
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
Dave Thomas West Center - EXTERIOR	**71**
HPS - High Pressure Sodium	3
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	3
LED	68
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	34
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	23
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	8
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	3
Falcon Cove MS	**1004**
CF - Compact Fluorescent	12
Explosion Proof Fixture, Compact Fluorescent, Multi, GU24 with Integrated Ballast, (1) 42W lamp - No Measure Recommended	12
ECF - Exit Sign	136
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	136
EMG - Frogeye	5
Frogeye LED , (2) 1W lamp - No Measure Recommended	5
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	836
1x4 Layin Volumetric Fixture, LED Luminaire, 34W - No Measure Recommended	24
2' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	1
2' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	2
2x4 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	34
2x4 Layin Volumetric Fixture, LED Luminaire, 39W - No Measure Recommended	528
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
4' Strip Fixture, LED Luminaire, 25W - No Measure Recommended	15

Existing Technology Types by Building (Excluded from Scope)	Grand Total
6" Round Recessed Can Fixture, LED Luminaire, 10W - No Measure Recommended	101
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	114
High Bay Fixture, LED Luminaire, 175W - No Measure Recommended	15
LED Tube	12
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	2
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	10
Falcon Cove MS - EXTERIOR	**283**
LED	282
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	77
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	6
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	105
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	39
LED Luminaire, 60W - No Measure Recommended	12
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 120W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, 120W - No Measure Recommended	27
MH Metal Halide Fixtures	1
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	1
Lakeside ES	**174**
ECF - Exit Sign	39
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	2
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
LED	131
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	103
LED Luminaire, 20W - No Measure Recommended	6
Track Head Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	20
Lakeside ES - EXTERIOR	**61**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	33
Pole-Mounted Shoebox Fixture, LED Luminaire, 20W - No Measure Recommended	6
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	22
Lauderhill 6-12	**295**
	3
No Fixture Existing, - No Measure Recommended	3
CF - Compact Fluorescent	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Explosion Proof Fixture, Compact Fluorescent, twin, (2) 9W lamps - No Measure Recommended	2
ECF - Exit Sign	82
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	8
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	74
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
FT8 - T8 Linear Fluorescent	22
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	10
LED	169
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	78
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 24W - No Measure Recommended	1
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	48
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
High Bay Fixture, LED Luminaire, 150W - No Measure Recommended	25
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	6
Keyless Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
LED Luminaire, 15W - No Measure Recommended	4
LED Screw-in Lamp, 9W - No Measure Recommended	2
Vanity Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	1
LED Tube	1
3' Strip Fixture, LED Tube, (1) 24" Direct-Wire T-8 - No Measure Recommended	1
Lauderhill 6-12 - EXTERIOR	**39**
LED	38
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	13
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 90W, with Separate or Integrated Driver Component - No Measure Recommended	7
Pole-Mounted Shoebox Fixture, LED Luminaire, 90W - No Measure Recommended	2
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Miramar HS	**619**
ECF - Exit Sign	131
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	131
EMG - Frogeye	22
Frogeye LED , (2) 1W lamp - No Measure Recommended	22
FT8 - T8 Linear Fluorescent	6

Existing Technology Types by Building (Excluded from Scope)	Grand Total
3' Wrap Fixture, Fluorescent, (1) 36" T-8 lamps, Electronic Ballast - No Measure Recommended	4
4' Wrap Fixture, Fluorescent, (1) 48" T-8 @ 28W lamp, Electronic Ballast - No Measure Recommended	2
H - Halogen Incandescent	24
8" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	6
Cylinder Fixture, Halogen, (1) 120W lamp - No Measure Recommended	18
I - Standard Incandescent	13
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
Steplight Fixture, Incandescent, (2) 5W lamp - No Measure Recommended	9
LED	359
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	91
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	145
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	69
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	5
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	15
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	18
LED Screw-in Lamp, 9W - No Measure Recommended	11
LED Tube	28
2x4 Layin Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	24
2x4 Surface Mount Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	4
LED Tube	36
1x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	32
2x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	4
Miramar HS - EXTERIOR	**119**
EMG - Frogeye	8
Frogeye LED , (2) 1W lamp - No Measure Recommended	8
LED	111
2x4 Layin Volumetric Fixture, LED Luminaire, 20W - No Measure Recommended	17
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	23
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	9
Exterior Canopy Fixture, LED Luminaire, 10W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	13
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	18
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	17
Nova MS	**170**
	9
No Fixture Existing, - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
ECF - Exit Sign	45
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	45
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	28
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	26
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
FT8 - T8 Linear Fluorescent	12
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
LED	42
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	34
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	5
Keyless Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
Nova MS - EXTERIOR	**81**
LED	81
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	10
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	37
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	32
Piper HS	**718**
ECF - Exit Sign	225
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	37
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	188
EMG - Frogeye	88
Frogeye LED , (2) 1W lamp - No Measure Recommended	88
FT8 - T8 Linear Fluorescent	1
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
H - Halogen Incandescent	78
10" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	60
Track Head Fixture, Halogen, (1) 250W lamp - No Measure Recommended	18
LED	326
12" Square Drum Fixture, LED Luminaire, 28W - No Measure Recommended	2
1x4 Layin Prismatic Fixture, LED Luminaire, 49W - No Measure Recommended	4
2x2 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	4
2x4 Layin Prismatic Fixture, LED Luminaire, 78W - No Measure Recommended	128
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	34

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	13
8" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	35
Flood Fixture, LED Luminaire, 30W - No Measure Recommended	9
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	79
Vanity Fixture, LED Screw-in Lamp, (2) 7W - No Measure Recommended	7
Wall Sconce Fixture, LED Screw-in Lamp, 10W - No Measure Recommended	1
Piper HS - EXTERIOR	**255**
LED	234
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	33
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	29
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	98
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	25
Flood Fixture, LED Luminaire, 250W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 40W - No Measure Recommended	2
LED Screw-in Lamp, 18W - No Measure Recommended	8
Pole, Spider Mount, LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	13
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Flood Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	21
Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	6
Pole-Mounted Flood Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	2
Pompano Beach HS	**268**
ECF - Exit Sign	127
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	126
EMG - Frogeye	33
Frogeye LED , (2) 1W lamp - No Measure Recommended	33
FT8 - T8 Linear Fluorescent	11
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
H - Halogen Incandescent	31
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	5
Cylinder Fixture, Halogen, (1) 250W lamp - No Measure Recommended	26
LED	65
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	16
Low bay Fixture, LED Luminaire, 50W - No Measure Recommended	34
Low bay Fixture, LED Luminaire, 65W - No Measure Recommended	8
LED Tube	1
4' Wrap Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	1
Pompano Beach HS - EXTERIOR	**23**
LED	23
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	7
Exterior Wall Pack Fixture, Open Face, LED Luminaire, 30W - No Measure Recommended	3
Exterior Wall Pack Fixture, Open Face, LED Screw-in Lamp, 18W - No Measure Recommended	7
Riverland ES	**68**
ECF - Exit Sign	30
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	6
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	24
EMG - Frogeye	13
Frogeye LED , (2) 1W lamp - No Measure Recommended	13
FT12 - T12 and other Linear Fluorescent	3
Explosion Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	8
LED	14
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	5
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	2
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
Vanity Fixture, LED Luminaire, 20W - No Measure Recommended	1
Riverland ES - EXTERIOR	**15**

Existing Technology Types by Building (Excluded from Scope)	Grand Total
LED	15
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Seagull School	**97**
ECF - Exit Sign	64
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	63
EMG - Frogeye	28
Frogeye LED , (2) 1W lamp - No Measure Recommended	28
FT8 - T8 Linear Fluorescent	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	3
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
Seagull School - EXTERIOR	**69**
LED	69
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	51
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	6
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 250W, with Separate or Integrated Driver Component - No Measure Recommended	6
Virginia S. Young Montessori	**32**
ECF - Exit Sign	18
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	18
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
LED	3
4' Vapor Proof Fixture, LED Luminaire, 39W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	1
Virginia S. Young Montessori - EXTERIOR	**95**
LED	95
Exterior Canopy Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	85
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	3

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Wingate Oaks Ctr	**143**
ECF - Exit Sign	35
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	31
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
LED	91
2x2 Layin Prismatic Fixture, LED Luminaire, 24W - No Measure Recommended	42
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	3
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	25
Cylinder Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	2
Drum Fixture, LED Luminaire, 20W - No Measure Recommended	5
Drum Fixture, LED Luminaire, 50W - No Measure Recommended	1
Flood Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	6
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
Wall Mount Interior Fixture, LED 2-Pin G24d Plug-In Lamp LED, (1) 5W - No Measure Recommended	1
Wingate Oaks Ctr - EXTERIOR	**81**
HPS - High Pressure Sodium	15
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	15
LED	63
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	23
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	25
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	3
Pole-Mounted Flood Fixture, Metal Halide, (2) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (4) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Grand Total	7861

Lighting Inclusions:

1. Lenses and troffer pans of existing affected fixtures will be wiped down during installation. Fixtures that have been retrofitted with new TLEDs will receive a caution label identifying the fixture as a line voltage fixture.
2. Repair or replacement of damaged, cracked, missing, or yellowed lenses (not to exceed 200 pieces) for fixtures affected by the Scope of Work.
3. Maintenance stock of one and a half percent (1.5%) shall be provided for TLED tubes & LED lamps ONLY by JCI after completion of installation to help accommodate any warranty period failures. Manufacturer warranties of lamps and/or fixtures installed are covered by the individual manufacturers published policies and shall be transferred to the Customer. JCI shall provide contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
4. Workmanship is warranted for one (1) year from date of installation.
5. Predominant types of tubular LED lamps (TLEDs) will have a five (5) year limited manufacturer warranty.
6. Predominant types of screw-in LED lamps are warranted for three (3) years by the manufacturer.
7. Predominant types of troffer retrofit kits are warranted for 10 years by the manufacturer.
8. Predominant types of sensors and control components are warranted for 5 years by the manufacturer
9. New fixtures warranties vary by manufacturer and will be provided in the Project IOM manuals.
10. In all cases, warranties shall be transferred to the Customer for customer to make warranty claims.
11. Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations in effect at the time of execution of the Agreement. Recycling of lamps and ballasts will be in compliance with applicable regulations existing at the time of execution of the Agreement.
12. JCI--acting as an agent for Customer--will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations in effect at the time of execution of the Agreement.
13. Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the 10th edition of the Lighting Handbook, published by the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
14. Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
15. Existing and post-installation illumination levels have been/will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.
16. Photometrics will be provided for spaces per the building department requirements defined on 3-27-2024.
    Phase 5:
    - Gyms and parking lot lights submittals/photometric plans, will continue to be signed/sealed, prepared by a Professional Engineer.
    - For parking lot light submittals, Customer to provide information on parking lot lights indicating how they are controlled (EMS system, time clock or other).
    - Photometric plans for auditoriums, cafeterias, specialty areas (media centers, science labs, large classrooms/spaces), will be provided for each school.
    - Typical classrooms spaces photometric plans will be completed as in Phase 3 (Third Amendment).
    - Photometric plans for Covered Walkways showing both normal and emergency lighting.

General Lighting Exclusions:

1. Replacement or repair of concrete pole footings or rusted bolts on footings.
2. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
3. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair, and replacement throughout the term of the guarantee.
4. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company will be notified immediately to correct the fault before any work will be performed.
5. Existing task lighting and table type light fixtures unless specified in FIM-1 Appendix, room by room description of work.
6. Removal or replacement of ceiling tiles unless specified in FIM-1 Appendix, room by room description of work.
7. Existing decorative and stage light fixtures unless noted in FIM-1 Appendix, room by room description of work.
8. The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in FIM-1 Appendix, room by room description of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
9. Existing fluorescent dimming systems or fixtures will remain “as is” unless otherwise noted in FIM-1 Appendix, room by room description of work
10. Reconfiguration of existing fixture layout unless otherwise noted in FIM-1 Appendix, room by room description of work.
11. Replacement of existing wiring and/or electrical issues in exterior fixtures.
12. Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
13. Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
14. Double or bi-level switching of in-board and out-board sockets is not included unless specified in FIM-1 Appendix, room by room description of work.
15. Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems unless otherwise noted in FIM-1 Appendix, room by room description of work.
16. Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
17. Repair or replacement of louvers or other components unless denoted in FIM-1 Appendix, room by room description of work.
18. Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless denoted on the JCI line by line scope of work.
19. No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work may have to be adjusted unless the asbestos is abated by the Customer.
20. Unless specified in the scope of work, no previsions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
21. Replacement of existing lighting sockets and ballast unless otherwise noted.
22. Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in the scope.
23. Replacement or retrofit of elevator lighting
24. Situations that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
25. Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls will provide a written estimate for change order.
26. Vending machines are excluded from improvements in this contract.

FIM–2: Water Conservation

This Scope of Work includes materials and labor for the following:

- This FIM will replace or modify specified existing fixtures at the Customer's schools with new water-efficient fixtures and/or fixture components. The intent of this measure is to reduce water consumption and wastewater production, as well as reduce heating energy used to produce hot water. The scope of work includes the one-for-one replacement of select existing sanitary fixtures in restrooms, or the retrofit of inefficient existing fixtures and valves to decrease water usage. Water fixtures will operate as before but consume less water.
- The Scope of Work summary table is presented below. For a by room fixture count please see *FIM-2 Appendix.*

Space Intentionally Left Blank

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HET Wall Hung Toilet	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Install HET Floor Mount Floor Discharge Toilet	2	3	23	14	0	1	0	0	0	0	0	7	20	0	33	0	0	4	0	0	107
Install HET Floor Mount Floor Discharge ADA Toilet	0	0	2	0	0	25	0	0	0	0	0	3	0	3	0	0	13	1	0	4	51
Install HET Floor Mount Rear Discharge Large Footprint Toilet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Elongated Open Front Seat Toilet	2	3	25	16	0	26	0	0	0	0	0	10	20	3	33	0	15	5	0	4	162
Install 2.4 gpf Manual Toilet Valve w/ 9" vBt, Replace angle stop	2	3	4	0	0	8	0	0	0	0	0	5	6	0	10	0	0	0	0	1	39
Install 2.4 gpf Manual Toilet Valve w/ 13" vBt, Replace angle stop	0	0	0	0	0	11	0	0	0	0	0	1	0	0	0	0	0	0	0	2	14
Install 2.4 gpf HET Manual Toilet Valve w/ 21" vBt, Replace angle stop	0	0	0	2	0	0	0	0	0	0	0	0	0	3	4	0	0	0	0	0	9
Install 2.4 gpf HET Manual Toilet Valve w/ 30" vBt, Replace angle stop	0	0	21	14	0	7	0	0	0	0	0	4	14	0	19	0	15	5	0	1	100
Add trap primer to valve installation	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0	0	0	6
Add wall bracket to valve installation	0	2	10	1	0	5	0	0	0	0	0	0	0	0	4	0	8	2	0	2	34
Add extended J-tube with valve installation	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Raise urinal vBt length to 9" to meet code requirements in exposed application	3	2	0	0	4	4	1	17	0	22	0	0	5	15	2	0	0	7	0	0	82

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Add trap primer to valve installation, Add wall bracket to valve installation	0	0	7	0	0	3	0	0	0	0	0	0	0	0	5	0	0	0	0	0	15
Add wall bracket to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Add extended J-tube with valve installation, Add wall bracket to valve installation	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	3
Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Install 4" Deck Plate for Existing Faucet, Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	0	0	0	1	7	2	0	0	0	0	0	0	0	4	0	0	2	0	1	0	17

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HEU Large Footprint Urinal (18" to 21" Footprint)	0	0	0	0	0	0	26	0	7	0	0	0	0	0	3	0	0	0	0	0	36
Install HEU X-Large Footprint Urinal (21" to 24" Footprint)	0	9	8	0	21	4	0	26	0	24	4	0	13	12	42	20	1	7	1	3	195
Install HEU Small Footprint Urinal (16" to 20" Footprint)	3	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	6
Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	0	5	9	0	17	0	25	7	7	2	4	0	10	10	44	17	1	0	1	3	162
Install 0.25 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	3	4	0	0	4	4	2	19	0	22	0	0	3	2	2	3	0	7	0	0	75
Install 0.5 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	3	9	21	13	0	0	0	0	0	0	0	29	21	0	0	3	0	0	0	3	102
Install 0.5 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	0	0	0	0	0	0	0	0	0	0	0	0	3	13	0	0	0	0	0	0	16
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	71	75	57	64	204	92	51	172	51	42	119	59	130	54	109	168	70	40	72	30	1730
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	3	3	4	5	12	5	4	16	6	5	3	5	8	7	12	15	6	9	7	5	140
Install Single Hole Brass Valve Single Temp Push Button Front Mount Metering Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	0	3	0	2	7	2	0	0	1	0	0	4	21	20	12	0	2	1	1	0	76

Water Conservation Exclusions:

1. Repair or replacement of defective piping, isolation valves, or plumbing fixtures is not included unless otherwise specified in the Scope of Work;
2. Repair or replacement of inoperable or leaking water riser or isolation valves or repair or replacement of inoperable or leaking hot water circulating valves unless otherwise specified in the Scope of Work
3. Any conditions not meeting applicable codes or existing deficiencies in the Customer's plumbing system will be brought to the Customer's attention. Any work required to upgrade code violations or plumbing system deficiencies will be at an additional cost to the Customer.
4. It is the owner's responsibility to provide water pressure to all plumbing fixtures in the range of 25 to 85 psi. Deviations from this range will require installation of booster pumps or pressure reducing valves external to the scope of work provided.
5. Tile work, flange repairs, wall mount broken carriers, commercial angle-stop replacement, and floor or wall repairs are not included unless otherwise specified in the Scope of Work. This SOW includes up to 5% (8 total for this SOW) of the floor mounted flanges to be replaced as needed. Above this percentage will be performed at additional cost as required.
6. It is the owner's responsibility to ensure that plumbing infrastructure flow capacity (i.e. the ability for the water supply to meet peak demands of water use) is adequate to support a high efficiency plumbing fixture retrofit. Additionally, liability for water hammer and other infrastructure related conditions are excluded from this scope of work. Should such conditions be identified or arise, we will work with customer and/or Johnson Controls to provide potential solutions that would require a change order to this scope of work.
7. The responsibility for repair of defective, previously damaged, degraded, or faulty infrastructure related to water supply or sanitary drain lines is not included. The scope of work begins at the angle stop and ends at the flange connections of toilets, urinals and sinks. Any repairs outside of this scope of work are to be addressed by owner or by change order.
8. Painting, tile work, and wall repair outside of footprint related patching are excluded from our price. Pre-existing damage to walls or flooring will be brought to the attention of customer and/or Johnson Controls and the best course of action will be determined. Johnson Controls will repair any damages caused by the installations. Johnson Controls will attempt to match the existing conditions, but where unique tile or paint is present it may require the Customer to supply material.
9. Installation beyond the plumbing fixtures described in the scope of work contained herein
10. Repair of existing faucets, sinks, shower handles, valves and sink basins or leaks
11. Prior to construction, the owner will identify isolation valves. Isolation valves should be in working order, failed valves are the owner's responsibility to repair or replace.
12. Replacement of angle stops for flush valves associated with toilets and urinals will be replaced completely. All other angle stops will not be replaced as part of this SOW.
13. Replacement or modification of existing floor and wall coverings
14. Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal. JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost.

FIM–3: Compactors

This Scope of Work includes design, materials and labor for the following:

- This FIM will provide and install new commercial roll on/roll off compactors at the customer schools. The intent of this measure is to reduce operational costs related to the existing commercial dumpsters and SOMAT machines that are currently used at each school.
- The schools that will receive new compactors are
    - Attucks MS
    - Bair MS
    - Croissant Park ES
    - Falcon Cove MS
    - Lakeside ES
    - Lauderhill 6-12
- The scope of work for the compactors is detailed in design drawings in FIM-3 Appendix: 50% Compactor Construction Documents
    - Construction Documents to be completed for permitting upon project execution.
    - Surveys of area being improved
    - Ground Penetrating Radar (GPR) of areas being improved.
- Removal of fluids from grease trap system (one time) during installation of piping connections.
- Training on compactor operation and waste collection service changes will be provided for up to eight hours and scheduled with school staff for each site.
- Scope of Work Overview by School

School	Scope Category	Description
Attucks MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel HDHK located in Room 102B to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel HHK located in Room 102B to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Remove and replace existing hose bibs on hot and cold-water lines.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Bair MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel MSB-1 located in Room 234 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H4 located in Room 234 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 227E.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Croissant Park ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.

School	Scope Category	Description
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel H1B located in Room 114 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H1B located in Room 114 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4" sanitary line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry wall and chainlink fence)
Falcon Cove MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping. • Remove and replace existing hose bib on cold water line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Demo and extend masonry wall of existing dumpster pen enclosure. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing and new masonry walls)
Lakeside ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 208V three phase 40-amp circuit from Panel A located in Room 190 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 190 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry chainlink fence)
Lauderhill 6-12	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 4PP located in Room 150 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel G located in Room 172 to compactor deodorizer.
	Plumbing	• Demo existing area drain. • Provide and install new area drain and connect to new 50-gallon grease trap. • Tie new grease trap into existing 4" sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 176G.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

Compactor Exclusions

1. Additional design costs due to any redesign needed for underground obstructions.
2. Additional costs due to unforeseen underground obstructions.
3. Relocation of existing utilities not shown in drawings.
4. Repair of damaged existing plumbing.
5. Video survey of existing underground piping.
6. Demolition and removal of existing SOMAT machines.
7. On-going maintenance, supplies, or repairs to compactor systems.
8. Modification of solid waste collection service contract for each site for compactor service.

FIM 3 Compactors – Drawing's Index List

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Attucks MS	Civil	1/20/26	BCPS Attucks MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Attucks MS	Electrical	1/20/26	BCPS Attucks MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Attucks MS	Plumbing	1/20/26	BCPS Attucks MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Bair MS	Civil	1/20/26	BCPS Bair MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Bair MS	Electrical	1/20/26	BCPS Bair MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Bair MS	Plumbing	1/20/26	BCPS Bair MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Croissant Park ES	Civil	1/20/26	BCPS Croissant Park ES - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Croissant Park ES	Electrical	1/20/26	BCPS Croissant Park ES - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Croissant Park ES	Plumbing	1/20/26	BCPS Croissant Park ES - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Falcon Cove MS	Civil	1/20/26	BCPS Falcon Cove MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Falcon Cove MS	Electrical	1/20/26	BCPS Falcon Cove MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES. ABBREVIATIONS & SYMBOL LEGEND
				E-100	ELECTRICAL PARTIAL SITE PLAN – NEW WORK
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Falcon Cove MS	Plumbing	1/20/26	BCPS Falcon Cove MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Lakeside ES	Civil	1/20/26	BCPS Lakeside ES - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Lakeside ES	Electrical	1/20/26	BCPS Lakeside ES - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Lakeside ES	Plumbing	1/20/26	BCPS Lakeside ES - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Lauderhill 6-12	Civil	1/20/26	BCPS Lauderhill 6-12 - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Lauderhill 6-12	Electrical	1/20/26	BCPS Lauderhill 6-12 - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES ABBREVIATIONS & SYMBOL LEGEND
				E-100	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
				E-501	ELECTRICAL DETAILS
Lauderhill 6-12	Plumbing	1/20/26	BCPS Lauderhill 6-12 - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

[END OF ARTICLE 1]

Article 2. ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $4,536,941 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $17,755,014 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $22,291,955 as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Utility Cost Avoidance*	Measured Operational Cost Avoidance**	Non-Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance***	Annual Project Benefits
Construction	$345,460	$39,827	$60,788	$-	$446,075
1	$810,236	$128,275	$148,498	$92,170	$1,179,178
2	$834,543	$131,482	$152,953	$94,935	$1,213,912
3	$859,579	$134,769	$157,541	$97,783	$1,249,672
4	$885,367	$138,138	$162,267	$100,717	$1,286,489
5	$911,928	$141,592	$167,135	$103,738	$1,324,393
6	$939,286	$145,131	$172,149	$106,850	$1,363,417
7	$967,464	$148,760	$177,314	$110,056	$1,403,593
8	$996,488	$152,479	$182,633	$113,357	$1,444,957
9	$1,026,383	$156,291	$188,112	$116,758	$1,487,544
10	$1,057,174	$160,198	$193,756	$120,261	$1,531,389
11	$1,088,889	$164,203	$199,568	$123,869	$1,576,529
12	$1,121,556	$168,308	$205,555	$127,585	$1,623,004
13	$1,155,203	$172,516	$211,722	$131,412	$1,670,853
14	$1,189,859	$176,829	$218,074	$135,355	$1,720,116
15	$1,225,555	$181,249	$224,616	$139,415	$1,770,835
Total	$15,414,969	$2,340,045	$2,822,682	$1,714,259	$22,291,955

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.
** Measured Operational Cost Avoidance figures in the table above are based on anticipated increases in operational costs as set forth in the table in Section IV below.
*** For Non-Measured Operations & Maintenance Cost Avoidance Project Benefit. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%). Escalation will begin after the 16-month installation period.
NOTE: Escalated values in table above are only shown to the nearest dollar.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Article 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. NON-MEASURED PROJECT BENEFITS

Operating and Maintenance Cost Avoidance Summary

Non-Measured Operational and Maintenance Benefits	FIM	Year 1 Benefits	Applicable Years	Annual Escalation
Lighting Material Savings	1	$69,589	1-15	3%
Domestic Plumbing O&M Savings	2	$2,663	1-15	3%
SOMAT machines O&M Savings	3	$19,918	1-15	3%
Total Non-Measured Operational Benefits		**$92,170**		

Non-Measured Utility Benefits Summary

Non-Measured Utility Benefits	FIM	Year 1 Benefits	Applicable Years	Escalation
Exterior Lighting Savings (Multiple Sites)	1	$36,015	1-15	3%
Interior Lighting HVAC impact Savings (Multiple A/C Sites)	1	$109,228	1-15	3%
SOMAT machines use water reduction impact Savings (Multiple Sites)	3	$3,255	1-15	3%
Total Non-Measured Utility Benefits =		**$148,498**		

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Non-Measured Operational and Maintenance(O&M) Benefits Details

FIM-1: Lighting Material Savings

Customer will see a reduction in the cost of lighting materials as a direct result of the implementation of FIM-1. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Material savings were calculated by the following equations:

Material Savings (Project Term)
Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.
Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.
Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) ÷ Project Term.

Site/Building Name	Term Averaged Year 1 Annual Material Savings
Annabel C. Perry PreK-8	$2,478
Apollo MS	$3,231
Attucks MS	$4,064
Bair MS	$2,490
Coral Glades HS	$4,194
Croissant Park ES	$2,036
Crystal Lake MS	$4,700
Cypress Bay HS	$6,386
Dave Thomas West Center	$1,376
Falcon Cove MS	$3,336
Lakeside ES	$1,836
Lauderhill 6-12	$3,031
Miramar HS	$4,990
Nova MS	$3,294
Piper HS	$4,677
Pompano Beach HS	$4,509
Riverland ES	$1,302
Seagull School	$1,280
Virginia S. Young Montessori	$1,534
Wingate Oaks Ctr	$1,488
Annabel C. Perry PreK-8 - EXTERIOR	$-
Apollo MS - EXTERIOR	$236
Attucks MS - EXTERIOR	$522
Bair MS - EXTERIOR	$107
Coral Glades HS - EXTERIOR	$516
Croissant Park ES - EXTERIOR	$681
Crystal Lake MS - EXTERIOR	$541
Cypress Bay HS - EXTERIOR	$1,114
Dave Thomas West Center - EXTERIOR	$286
Falcon Cove MS - EXTERIOR	$116
Lakeside ES - EXTERIOR	$-
Lauderhill 6-12 - EXTERIOR	$146
Miramar HS - EXTERIOR	$388
Nova MS - EXTERIOR	$255
Piper HS - EXTERIOR	$621
Pompano Beach HS - EXTERIOR	$875
Riverland ES - EXTERIOR	$247
Seagull School - EXTERIOR	$467
Virginia S. Young Montessori - EXTERIOR	$88
Wingate Oaks Ctr - EXTERIOR	$150
Total	**$69,589**

FIM-2: Water Conservation - Plumbing O&M Savings

The customer shall see a reduction in the cost of repair materials as a direct result of the implementation of FIM-2. This O&M cost avoidance derives from a reduction of repair materials for the FIM-2 fixtures that are listed for replacement or upgrade. The new fixtures will have warranties as indicated in the warranty submittal.

Material savings are summarized by site in the following table:

These savings are determined based on the following:

Total # of toilet valve replacements	162
Annual savings per replacement (Year 1)	$5.15
Total Toilet O&M Savings	**$835**
Total # of urinal valve replacements	355
Annual savings per replacement (Year 1)	$5.15
Total Urinal O&M Savings	**$1,828**
Total Domestic Plumbing O&M Savings	**$2,663**

FIM-3: Compactors - SOMAT machines O&M Savings

The customer shall see a reduction in the cost of repair materials for existing SOMAT pulping machines as a direct result of the implementation of FIM-3. This O&M cost avoidance derives from an elimination of repair costs for the FIM-3 sites listed for compactor installations. The SOMAT repair savings were derived from information provided by Environmental Conservation/Utility Management group on the existing cost of SOMAT machines throughout the district.

Repair savings are summarized per site in the following table:

Total SOMAT Annual Repair Costs*	Total Number of Schools with SOMAT machines**	SOMAT Repair Cost per School (Base Year)	SOMAT Repair Cost per School (Year 1) ***	Total for Compactors at Six Schools (Year 1)
$551,132	171	$3,223	$3,319.69	$19,918

*Per email dated 10/13/25 (Included in Appendix 3)
**Per email dated 10/31/25 (Included in Appendix 3)
*** Year 1 includes 3% escalation in costs.

Non-Measured Utility Benefits

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above) under this Article 2. Reference the FIM-1 Appendix for specific information.

FIM-1: Exterior Lighting Savings

Customer will have the following utility savings as effect of the installation on FIM-1.

Site/Building Name	Annual Electric Demand Savings (kW)	Y1 Electric Demand Savings ($/yr.)	Annual Electric Energy Savings Non-Measured (kWh)	Y1 Electric Energy Savings ($/yr.)	Total Year 1 Electric Savings Non-Measured ($)
Apollo MS - EXTERIOR	-	$111	-	$1,406	$1,516
Attucks MS - EXTERIOR	0.5	$96	22,898	$1,217	$1,313
Bair MS - EXTERIOR	0.5	$25	19,819	$440	$465
Coral Glades HS - EXTERIOR	0.1	$262	6,439	$3,329	$3,591
Croissant Park ES - EXTERIOR	1.2	$201	54,222	$3,575	$3,776
Crystal Lake MS - EXTERIOR	1.2	$191	52,273	$2,511	$2,701
Cypress Bay HS - EXTERIOR	0.9	$355	40,422	$4,637	$4,992
Dave Thomas West Center - EXTERIOR	1.7	$61	74,656	$923	$984
Falcon Cove MS - EXTERIOR	0.3	$28	14,839	$364	$392
Lauderhill 6-12 - EXTERIOR	0.1	$53	5,861	$675	$728
Miramar HS - EXTERIOR	-	$141	-	$1,795	$1,937
Nova MS - EXTERIOR	0.3	$49	10,993	$878	$928
Piper HS - EXTERIOR	0.7	$158	29,246	$2,079	$2,238
Pompano Beach HS - EXTERIOR	0.3	$376	12,842	$4,769	$5,145
Riverland ES - EXTERIOR	0.8	$168	33,480	$1,964	$2,132
Seagull School - EXTERIOR	1.8	$99	77,685	$1,745	$1,843
Virginia S. Young Montessori - EXTERIOR	1.0	$21	28,710	$369	$390
Wingate Oaks Ctr - EXTERIOR	0.6	$50	25,508	$894	$945
Totals	**12.4**	**$2,445**	**528,374**	**$33,570**	**$36,015**

(Y1 values above carry 3% escalation from Base Year rates)

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

Exterior Room Type (Usage Group Description)	Pre-retrofit Annual Burn Hours	Post-retrofit Annual Burn Hours	Coincidence Factor
Exterior	4380	4380	10%
Exterior, Low Use	857	600	10%
24/7 Operation	8760	8760	100%
Exit Signs	8760	8760	100%

Existing Component Code	Exist System Wattage
1X100HPS	138
1X100MH	128
1X10LEDF	10
1X110LEDF	110
1X120LEDF	120
1X125LEDF	125
1X13CFL2P	16
1X14LEDF	14
1X14LEDSI	14
1X150HPS	188
1X150LEDF	150
1X175MH	215
1X18LEDSI	18
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X250HPS	295
1X250LEDF	250
1X250MH	272
1X25LEDF	25
1X26CFL4P	29
1X28T8EBN	27
1X2LEDFROG	2
1X300HAL	300
1X30LEDF	30
1X32CFL4P	35
1X35LEDSI	35
1X400HPS	465
1X400MH	458
1X40LEDF	40
1X42CFL4P	46

Existing Component Code	Exist System Wattage
1X45LEDSI	45
1X50LEDF	50
1X60INCA	60
1X60LEDF	60
1X70HPS	95
1X70MH	95
1X75INCA	75
1X75LEDF	75
1X90LEDF	90
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X13CFL2P	31
2X150LEDF	300
2X17T8EBN	33
2X250LEDF	250
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8EBN	57
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X90LEDF	180
3X125LEDF	375
4X1000MH	4,320
4X28T8EBN	92
4X750MH	3,400

FIM-1: HVAC Impact - Interior Lighting Savings

Additional electrical savings will be achieved because the reduced lighting load will in turn reduce cooling loads at the facilities. Heating loads will similarly increase. These impacts were calculated using Rundquist Method: (HVAC Impact: Cooling Benefit - Heating Penalty).

Fraction of Lighting Savings as Air Cooling Savings = A × B ÷ C.
Where: A = Fraction of Year of Cooling Season, Estimated at 0.96.
B = Fraction of the Lighting Load met by Mechanical Cooling (87%).
C = Cooling system's coefficient of Performance; Average of 2.7.

Extra Heat required (BTU) = D × E × F ÷ G
Where: D = Heating Season = 1 - A.
E = Fraction of the Lighting Reduction that has to be made up by heating. A portion of the lighting heat is released at night. Estimated at 0%.
F = Annual BTU Equivalent of Lighting Saved. Annual Saved kWh × 3414 = BTU.
G = Seasonal Heating Efficiency estimate of basic efficiency of heating system, assumed 100%.

Interactive HVAC Net Benefit/Penalty = Annual kWh Savings × Fraction of Lighting Savings as Air Cooling Savings) - (Extra Heat Required × Average Fuel Rate per BTU).

NOTE: The HVAC savings only applied to lighting retrofits in the conditioned spaces.

Total HVAC Lighting-impact Savings

Site/Building Name	Year 1 Annual HVAC Savings (Lighting & Sensors)
Annabel C Perry PreK-8	$5,036
Attucks MS	$5,494
Coral Glades HS	$6,999
Crystal Lake MS	$4,654
Dave Thomas West Center	$6,746
Lakeside ES	$3,896
Miramar HS	$8,544
Piper HS	$10,842
Riverland ES	$2,370
Virginia S Young Montessori	$5,932
Apollo MS	$3,074
Bair MS	$4,107
Croissant Park ES	$9,758
Cypress Bay HS	$6,266
Falcon Cove MS	$7,481
Lauderhill 6-12	$6,445
Nova MS	$3,176
Pompano Beach HS	$2,437
Seagull School	$2,861
Wingate Oaks Ctr	$3,111
TOTAL	**$109,228**

FIM-3: SOMAT machines use water reduction impact Savings (Multiple Sites)

$$SOMAT\ Water\ Cost\ Savings\ (\$) = Gallons\ Water\ per\ Hour * Hours\ per\ Day * Days\ per\ Year * \frac{kgal}{1000\ gal} * \frac{WaterSewer\ Combined\ Cost}{kgal}$$

The expected non-measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

School Name	Estimated Water Usage (From SPC-75S SOMAT Manual)* (Gal/Hr.)	School Year Days	Hours Used (Hrs./Day)	Annual SOMAT Water Savings (kGal)	Year 1 SOMAT Non-measured Water Cost Savings ($)
Attucks MS	90	180	2	32.4	$653
Bair MS	90	180	2	32.4	$359
Croissant Park ES	90	180	2	32.4	$764
Falcon Cove MS	90	180	2	32.4	$449
Lakeside ES	90	180	2	32.4	$645
Lauderhill 6-12	90	180	2	32.4	$386
Total Year 1 SOMAT Non-Measured Water Benefits					$3,255

*Per SPC 75S SOMAT Manual (Included in Appendix 3)

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Option A
Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM-1 - LED Lighting Upgrades
FIM-2 – Water Conservation
FIM-3 - Compactors

Option B
Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

None

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

None

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

None

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to:(a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Description of Measurement and Verification Methodologies by FIMs:

FIM-1: LED Lighting Upgrades

Option A: Measurement and Verification Plan for Interior Lighting Improvements

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture Power Draw (kW)	One-time	The pre-retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 – has been measured using a true RMS meter during the Phase 5 Development audit phase between 11/18/2025 and 11/20/2025. Fixtures with similar lamps and ballasts, counts and types were grouped together with a lamp/ballast code. Measured wattages were used when possible. In some situations, such as when a certain type of lighting fixture was not available by itself on a switch, typical wattages as published by ANSI (American National Standards Institute) were used. The post-retrofit wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated.
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Burn Hours	Refer to the table below	The existing lighting burn hours for a sample of space types meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 were measured. Data loggers were installed from 02/17/20 through 03/06/20 during the Phase 1 project. It is agreed that this time period represents typical usage for the lighting systems. In some situations where occupancy loggers were not possible to deploy, auditing efforts support defined values with local customer interview as source of data. The measured burn hours were then extrapolated to annual burn hours by multiplying the measured hours by the ratio of weeks that school is in session to measured weeks. The hours were then averaged by space type. The table below shows the average annual baseline burn hours by space type. These values will not be measured again.
Coincident Factor	Refer to the table below	The coincident factor is estimated based on the number of fixtures in a given space type that were estimated to be operating at the same time during the on peak period and is agreed to remain at the same value after the retrofit. The coincident factors by room/space types are as listed in the table below with pre and post burn hours.

Following table summarizes existing fixture codes and corresponding average power draws.

Existing Component Code	Existing System Wattage
16X25INCA	400
1X1000MH	1,080
1X100HAL	100
1X100HPS	138
1X100INCA	100
1X100MH	128
1X105LEDF	105
1X10LEDF	10
1X10LEDSI	10
1X110LEDF	110
1X110LEDSI	110
1X120HAL	120
1X120INCA	120
1X120LEDF	120
1X125LEDF	125
1X12LEDF	12
1X12LEDTDW	11
1X13CFL2P	16
1X13CFL4P	16
1X14LEDF	14
1X14LEDSI	14
1X150HAL	150
1X150HPS	188
1X150LEDF	150
1X15LEDF	15
1X16LEDF	16
1X175LEDF	175
1X175MH	215
1X17T8EBN	20
1X18LEDSI	18
1X200MH	228
1X20CFLSI	20
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X23CFLSI	23
1X24LEDF	24
1X250HAL	250
1X250HPS	295
1X250INCA	250

Existing Component Code	Existing System Wattage
1X250LEDF	250
1X250MH	272
1X250MV	290
1X25LEDF	25
1X25T83FTEBN	26
1X26CFL4P	29
1X28LEDF	28
1X28T8EBN	27
1X29LEDF	29
1X2LEDFROG	2
1X300HAL	300
1X30CFLSI	30
1X30LEDF	30
1X30T12MB	46
1X32CFL4P	35
1X32CFLSI	32
1X32T8EBN	31
1X34LEDF	34
1X34T12MB	43
1X35LEDSI	35
1X39LEDF	39
1X3LEDEXIT	3
1X400HPS	465
1X400MH	458
1X40INCA	40
1X40LEDF	40
1X42CFL4P	46
1X42CFLGU24	42
1X45HAL	45
1X45INCA	45
1X45LEDSI	45
1X49LEDF	49
1X4LEDEXIT	4
1X500HAL	500
1X50HAL	50
1X50LEDF	50
1X50LEDSI	50
1X52INCA	52
1X5LED2P	5
1X5LEDF	5

Existing Component Code	Existing System Wattage
1X60INCA	60
1X60LEDF	60
1X65HAL	65
1X65LEDF	65
1X6LEDSI	6
1X70HPS	95
1X70INCA	70
1X70MH	95
1X75HAL	75
1X75INCA	75
1X75LEDF	75
1X78LEDF	78
1X7CFL2P	10
1X80LEDF	80
1X8LEDT	8
1X90LEDF	90
1X9CFL2P	12
1X9LEDSI	9
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X12LEDTDW	21
2X12LEDTEBHEN	21
2X13CFL2P	31
2X150LEDF	300
2X15LEDT	23
2X16LEDF	32
2X16LEDTDW	26
2X17LEDTEBHEN	30
2X17T8EBN	33
2X18CFL2P	38
2X18CFL4P	40
2X20CFLSI	40
2X250LEDF	250
2X25T83FTEBN	46
2X25T83FTEBN + 2X17T8EBN	70
2X26CFL2P	51
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8U6EBN	59
2X34T12MB	72

Existing Component Code	Existing System Wattage
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X52INCA	104
2X5INCA	10
2X60INCA	120
2X60T12HOMB	145
2X6LEDSI	12
2X75INCA	150
2X7CFL2P	21
2X7LEDSI	14
2X90LEDF	180
2X9CFL2P	23
2X9LEDSI	18
2X9LEDTEBHEN	16
3X125LEDF	375
3X17T8EBN	47
3X25T83FTEBN	72
3X28T8EBN	73
3X28T8EBN2	79
3X28T8EBN-DL1	27
3X32T8EBN	85
3X34T12MB2	115
3X60INCA	180
3X9CFLSI	27
4X1000MH	4,320
4X12LEDTDW	42
4X16LEDTDW	64
4X25T83FTEBN	92
4X28T8EBN	92
4X28T8EBN2	104
4X32T8EBN	107
4X32T8EBN2	116
4X32T8EBN-DL2	52
4X34T12MB2	137
4X750MH	3,400
5X16LEDTDW	80
5X28T8EBN	128
6X28T8EBN2	152

The following table summarizes average annual burn hours by room types and corresponding coincidence factors used for estimating savings for this FIM:

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	AU	Auditorium/Stage	1,393	1,393	975	90%
HS	AU	Auditorium/Stage	1,500	1,500	1,050	90%
MS	AU	Auditorium/Stage	1,000	1,000	700	90%
ALL	BR	Break room	2,860	2,860	2,107	90%
ALL	BR-AS	Break room-Already Sensored	2,107	2,107	2,107	90%
ALL	CF	Cafeteria	3,313	3,313	2,621	90%
ALL	CF-AS	Cafeteria, Already Sensored	2,527	2,527	2,527	90%
ES	CF-H	Cafeteria, High Use	6,905	6,905	3,144	100%
ALL	CL	Classroom	1,869	1,869	1,256	90%
ALL	CL-AS	Classroom, Already Sensored	1,481	1,481	1,481	90%
ALL	CL-ASB	Classroom, Already Sensored (Sensor not Working)	1,869	1,869	1,256	90%
ALL	CL-H	Classroom, High Use	6,905	6,905	1,752	100%
ALL	CL-L	Classroom	1,877	1,877	1,203	90%
ALL	CR	Conference Room	1,715	1,715	1,485	90%
ES	CR-AS	Conference Room, Already Sensored	1,485	1,485	1,485	90%
ALL	DR	Dressing Room/Fitting Areas	1,200	1,200	840	90%
ES	DR-AS	Dressing Room/Fitting Areas-Already Sensored	840	840	840	50%
ALL	EL	Elevator	8,760	8,760	8,760	100%
ES	EXAM	Exam room	1,393	1,393	975	90%
HS	EXAM	Exam room	1,500	1,500	1,050	90%
MS	EXAM	Exam room	1,427	1,427	999	90%
ALL	GYM	Gymnasium	3,570	3,570	1,871	90%
ALL	GYM-AS	Gymnasium, Already Sensored	2,258	2,258	2,258	90%
ALL	HW	Hallway	4,171	4,171	2,196	90%
ALL	HW-AS	Hallway, Already Sensored	2,196	2,196	2,196	90%
HS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
ES	HW-H	Hallway, High Use	6,168	6,168	2,085	100%
ALL	HW-L	Hallway, Low Use	500	500	350	50%
ALL	KT	Kitchen	2,255	2,255	2,100	90%
ALL	KT-AS	Kitchen, Already Sensored	2,100	2,100	2,100	90%
ES	LAV	Lavatory	3,645	3,645	672	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	Area Specific or Hrs. Type Custom Codes	Description	Existing Burn Hours Assigned	No Sensor/ Existing Sensor	Sensor Retrofit	Coincidence Factor
HS	LAV	Lavatory	3,645	3,645	672	90%
MS	LAV	Lavatory	3,645	3,645	672	90%
ES	LAV-AS	Lavatory-Already Sensored	2,468	2,468	2,468	90%
ALL	LI	Library	2,890	2,890	2,287	90%
ALL	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
ALL	LO	Lobby/Entry Vestibule	3,963	3,963	2,730	90%
ALL	LO-AS	Lobby/Entry Vestibule-Already Sensored	2,730	2,730	2,730	90%
ES	LR	Locker Room	1,393	1,393	975	90%
HS	LR	Locker Room	1,500	1,500	1,050	90%
MS	LR	Locker Room	1,427	1,427	999	90%
ES	LR-AS	Locker Room-Already Sensored	975	975	975	50%
HS	LR-AS	Locker Room, Already Sensored	1,050	1,050	1,050	90%
ALL	ME	Mechanical/Electrical Rooms	500	500	350	50%
ALL	ME-AS	Mechanical/Electrical Rooms, Already Sensored	350	350	350	50%
ALL	MP	Multipurpose	3,077	3,077	1,984	90%
ES	MP-AS	Multipurpose Already Sensored	1,984	1,984	1,984	90%
ALL	OO	Open Office	3,600	3,600	2,210	90%
ALL	OO-AS	Open Office, Already Sensored	2,210	2,210	2,210	90%
ES	OO-H	Open Office, High Use	6,905	6,905	3,111	100%
ES	OS	Office Support (copy room, coffee room, etc)	3,600	3,600	2,210	90%
ES	OS-AS	Office Support -Already Sensored	2,210	2,210	2,210	90%
HS	OS-AS	Office Support (copy room, coffee room, etc), Already Sensored	2,210	2,210	2,210	90%
ALL	PO	Private Office	2,754	2,754	2,314	90%
ALL	PO-AS	Private Office, Already Sensored	1,593	1,593	1,593	90%
ES	PO-H	Private Office, High Use	7,002	7,002	2,101	100%
ES	POOL	Pool area	1,869	1,869	1,869	90%
ES	PR	Patient Room	1,393	1,393	975	90%
HS	PR	Patient Room	1,500	1,500	1,050	90%
MS	PR	Patient Room	1,427	1,427	999	90%
ES	PR-AS	Patient Room - Already Sensored	975	975	975	50%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	Area Specific or Hrs. Type Custom Codes	Description	Existing Burn Hours Assigned	No Sensor/ Existing Sensor	Sensor Retrofit	Coincidence Factor
ALL	RR	Restroom	3,645	3,645	672	90%
ALL	RR-AS	Restroom, Already Sensored	2,468	2,468	2,468	90%
ES	RR-ASB	Restroom, Already Sensored (Sensor not Working)	3,645	3,645	672	90%
ALL	RR-H	Restroom, High Use	6,905	6,905	863	100%
ALL	RR-L	Restroom, Low Use	500	500	350	50%
ALL	ST	Storage	500	500	350	50%
ALL	STAGE	Stage	500	500	350	50%
ALL	ST-AS	Storage, Already Sensored	350	350	350	50%
ALL	SW	Stairwell	8,760	8,760	6,132	100%
ALL	SW-AS	Stairwell, Already Sensored	6,132	6,132	6,132	100%
ALL	UT	Utility/Janitor Closets	500	500	350	50%
ES	UT-AS	Utility/Janitor Closets, Already Sensored	350	350	350	50%
ALL	WH	Warehouse	2,920	2,920	2,044	90%
ALL	X	Exit Signs	8,760	8,760	8,760	100%
HS	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
HS	LI-ASB	Library, Already Sensored (Sensor Not Working)	2,890	2,890	2,287	90%
HS	ME-ASB	Mechanical/Electrical Rooms, Already Sensored (Sensor Not Working)	500	500	350	50%
HS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%
MS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
MS	OO-ASB	Open Office, Already Sensored (Sensor Not Working)	3,600	3,600	2,210	90%
MS	ST-ASB	Storage, Already Sensored (Sensor Not Working)	500	500	350	50%
MS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

The expected measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits		
	Electric Consumption	Electric Demand	Natural Gas
FIM-1	5,561,769 kWh	1,865 kW	0 Therms

Refer to FIM-1 Appendix LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1.

FIM-2: Water Conservation

Option A: Measurement and Verification Plan for Domestic Water Conservation

The savings for this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water used by the domestic water systems (and the associated water heating fuel for hot water savings), therefore, the measurement boundary is the domestic water systems.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	One-Time	**Pre-retrofit & Post-retrofit** A statistically valid sampling of domestic plumbing fixtures under a 90/20 sampling plan – assuming a coefficient of variance of 0.5 was determined prior to conducting formal measurement and verification in both, baseline conducted between 9/9/2025 and 9/11/2025 and post-installation measurements as follow: **TOILETS & URINALS** Wet-vac Method – used for formal M&V documentation. • This method involves plugging the toilet/urinal trap way with an inflatable rubber test ball and vacuuming existing water out of fixture to be discarded. The fixture is then flushed and again, water is vacuumed out of the fixture and transferred to a calibrated bucket to verify flush volume. The weight is then documented as well for an accurate determination of flush volume by utilizing the conversion factor of 8.33 lbs per gallon. **FAUCETS** Calibrated Flow Bag Method • A calibrated flow bag is used to determine the flow rate of a fixture. The bag is designed to capture a 5 second flow of water from an open-source water end-use, with volumetric markings on the bag that essentially convert the volume collected in the bag over a 5 second sampling into a gallon per minute flow rate. Volume Conversion Method • A fixed volume sample of water is obtained, and a stopwatch is used to determine the amount of time required to fill the fixed volume. The flow rate is then obtained utilizing the following formula: Flow rate (gpm) = Fixed volume (gallons) / time to fill (seconds) X 60 (seconds/min)

Estimated Parameters	Assumed Value	Justification, Source and Description
Population	Refer to the table below	The population is agreed to be as shown in the table below. The population counts are based on data provided by the Customer. These values will not be measured.
Usage Factors	Refer to Usage Parameters below	The usage factors are shown below.
Domestic Hot Water Equipment Efficiency	98% system efficiency for electric DHW heaters.	The efficiency of the hot water heating equipment is based on typical boiler efficiencies and site surveys conducted and will not be measured.
Sink (Faucet) $Temp_{hot}$	74 F	The lavatory hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Kitchen $Temp_{hot}$	85 F	The kitchen sink/general purpose sink hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Inlet Water $Temp_{cold}$	74 F	The cold-water temperature is the estimated average annual ground water temperature.

The table below shows usage factors utilized:

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
SFT-FV	Standard Flow Flush Valve Toilet	2.13
ULFT-FV	Ultra Low Flow Flush Valve Toilet	1.77
HET-FV	Ultra High Efficiency Flow Flush Valve Toilet	1.33
UHET-FV	High Efficiency Flow Flush Valve Toilet	1.32
ULFT-TT	Ultra Low Flow Tank Toilet	1.53
SFU-UR	Standard Flow Design Flush Rate (1.5+ gpf), Wash Down Floor Discharge, Top Spud, Xtra Large Footprint, Sloan Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	1.16
ULFU-UR	Ultra Low Flow Urinal	0.99
UHEU-UR	Ultra High Efficiency Urinal, Wash Down Rear Discharge, Top Spud, Xtra Large Footprint, Zurn Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	0.29
LAV	Lavatory Faucet	2.24
HE-LAV	High Efficiency Lavatory Faucet, Flush Mount, Single Hole, Spray	0.48
GP	General Purpose/Kitchenette Faucet	2.38
HE-GP	High Efficiency General Purpose Faucet, Flush Mount, 8" Centerset, Aerator	0.54

The table below shows the Population demographics and Usage factors by Site:

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Annabel C. Perry PreK-8	Teachers / Staff	39	15%	33	6	8	200
	Students	387	50%	193	194	7	180
Apollo MS	Teachers / Staff	115	25%	86	29	8	200
	Students	1145	55%	515	630	7	180
Attucks MS	Teachers / Staff	64	25%	48	16	8	200
	Students	637	52%	308	329	7	180
Bair MS	Teachers / Staff	71	25%	53	18	8	200
	Students	705	56%	309	396	7	180
Coral Glades HS	Teachers / Staff	286	35%	186	100	8	200
	Students	2860	50%	1425	1435	7	180
Croissant Park ES	Teachers / Staff	68	15%	58	10	8	200
	Students	673	53%	315	358	7	180
Crystal Lake MS	Teachers / Staff	94	25%	71	24	8	200
	Students	931	53%	435	496	7	180
Cypress Bay HS	Teachers / Staff	459	35%	298	161	8	200
	Students	4585	51%	2265	2320	7	180
Dave Thomas West Center	Teachers / Staff	55	15%	47	8	8	200
	Students	542	55%	244	298	7	180
Falcon Cove MS	Teachers / Staff	210	25%	158	53	8	200
	Students	2098	53%	980	1118	7	180
Lakeside ES	Teachers / Staff	50	15%	43	8	8	200
	Students	499	55%	224	275	7	180
Lauderhill 6-12	Teachers / Staff	72	25%	54	18	8	200
	Students	711	52%	343	368	7	180
Miramar HS	Teachers / Staff	197	35%	128	69	8	200
	Students	1965	53%	926	1039	7	180
Nova MS	Teachers / Staff	131	25%	98	33	8	200

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
	Students	1304	48%	677	627	7	180
Piper HS	Teachers / Staff	227	35%	148	79	8	200
	Students	2266	51%	1103	1163	7	180
Pompano Beach HS	Teachers / Staff	133	35%	86	47	8	200
	Students	1326	50%	665	661	7	180
Riverland ES	Teachers / Staff	50	15%	43	8	8	200
	Students	497	52%	237	260	7	180
Seagull School	Teachers / Staff	14	25%	11	4	8	200
	Students	137	47%	72	65	7	180
Virginia S. Young Montessori	Teachers / Staff	69	15%	59	10	8	200
	Students	687	49%	351	336	7	180
Wingate Oaks Ctr	Teachers / Staff	9	15%	8	1	8	200
	Students	87	70%	26	61	7	180

Maximum Usage Factor	Description	Value
Women - Toilet uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - Toilet/Urinal uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - % of time toilets used	25%, per AWWARF publications	0.25
Men - % of time urinals used	75%, per AWWARF publications	0.75
Lavatory Use - Non Residential minutes used per flush	6 seconds per flush average, per AWWARF publications	0.1
Kitchen Faucet Use - Non Residential minutes used per day	2 minutes per day, per AWWARF publications	2

AWWARF – American Waters Works Association Research Foundation. 2000 Commercial and Institutional End Uses of Water. Denver, CO.

Complete water savings calculations can also be found in FIM-2 Appendix

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Equipment nameplate and manufacturer information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-FIM manufacturer data and control parameters were input into the calculation to estimate post-FIM consumption.

The water and energy savings for this FIM are estimated by the following formulae:

Water Scope Savings Calculation

Water Savings

Water Reduction $= \sum_{type}$ [(Usage Rate$_{baseline}$ - Usage Rate$_{post}$) x AAUF$_{type}$ x Quantity$_{type}$] / 1000
where:

Water Reduction =	water savings realized in kilogallons (kGal). These savings will result in water and sewer dollars saved.
Usage Rate$_{baseline}$ =	baseline fixture use rate in gpm or gpf
Usage Rate$_{post}$ =	post installation fixture use rate in gpm or gpf
AAUF =	average annual use per fixture; faucets in minutes per year toilets or urinals in flushes per year
Quantity =	quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

Energy Reduction = Water Reduction 1000 gal/kGal x (Temp$_{hot}$ - Temp$_{cold}$) x Specific Heat$_{H2O}$ x Density$_{H2O}$ x Source Conversion / Efficiency
where:

Energy Reduction =	fuel savings (units vary)
Water Reduction=	water savings in kGal
Temp$_{hot}$ =	average hot water usage temperature
Temp$_{cold}$ =	average cold-water temperature
Specific Heat =	1 Btu / (lbm) (°F) for water
Density$_{H2O}$	8.34 lbm/gal
Source Conversion	Electric: 1 kWh/3412 Btu NG: 1 Therm/100000Btu
Efficiency =	Water heating efficiency expressed as a fraction
Electric Efficiency =	98%

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits			
	Electric Consumption	Electric Demand	Natural Gas	Water
FIM-2	57,405 kWh	0 kW	0 Therms	6,692 kgal.

Refer to FIM-2 Appendix for the detailed expected savings calculations for FIM-2.

Description of Measurement and Verification Methodologies by FIMs:

FIM-3: Compactors

Option A: Measurement and Verification Plan for Compactors (Waste Management)

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in waste management costs by the utilization of trash compactors; therefore, the measurement boundary is the trash compactor system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Waste Disposal Cost ($)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste disposal costs have been analyzed using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. The post-retrofit waste disposal cost of the impacted sites will be provided by customer from monthly billing data (invoice copies). The savings will be calculated according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Pick up frequency (number of pickups per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste pick up frequency has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste pick up frequency per site was set and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste pick up frequency of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly frequency) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Picked up Tonnage (tons) per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste picked up tonnage has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste picked up tonnage per site was set as *Standard Monthly Solid Waste (Tons)* and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste picked up tonnage of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.

Key Parameter	Measurement Frequency	Measurement Description
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Student Count	Refer to the table below	The pre-retrofit and post-retrofit Student Count per impacted site have been analyzed with customer collaboration using defined values with local customer interview as source of data during the Phase 5 Development audit phase. Details provided on the table below. Significant deviation in total student count during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Student count per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.
Operational Factors (various)	Refer to the table below	Several Operational factors have been analyzed with customer collaboration using historical data from impacted sites, other sites using trash compactors, and calculated values with local customer interview or direct input data provided as source of data during the Phase 5 Development audit phase. Details provided on the table below. These Operational factors will not be measured. Significant deviation in these operational factors during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Operational factors per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of two (2) sites (maximum) of this FIM's Scope of Work annually in affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Collect actual monthly trash disposal invoices data (provided by customer) per ECM-site, including total monthly disposal cost $ (including breakdown line items), actual disposed waste tonnage billed per site under ECM, and waste pick up frequency.
- Quarterly review and feedback to BCPS on actual Operational ECM observations (compared to corresponding ECM Site Baseline levels in tonnage and frequency observed post-retrofit) (4x/yr)
- Compute Total Annual Trash Disposal Cost Savings per equations and methodology described under **Equations for verified compactors savings during Performance Period** shown below.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Estimated Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Operational and historical information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-retrofit FIM parameters were input into the calculation to estimate post-FIM expected costs.

The table below shows the existing Waste disposal operations, demographics and usage factors by Site:

Existing Waste Disposal Data

School Name	Existing Dumpster Weekly Frequency	Student Count	Average Meals Served per Day	Existing SOMAT Machine	Summer School (Yes/No)
Attucks MS	1-2yd/5 days/week 1-8yd/5 days/week	637	640	Yes	Yes
Bair MS	1-2yd/5 days/week 1-6yd/5 days/week	705	693	Yes	Yes
Croissant Park ES	1-2yd/5 days/week 1-8yd/5 days/week	673	728	Yes	Yes
Falcon Cove MS	1-2yd/5 days/week 1-8yd/5 days/week 1-8yd/3 days/week	2098	1087	Yes	No
Lakeside ES	1-2yd/5 days/week 1-6yd/5 days/week	499	409	Yes	Yes
Lauderhill 6-12	1-2yd/5 days/week 1-8yd/5 days/week	430	637	Yes	Yes

School Name	Full Month Dumpster Cost (August to May)[1]	Solid Waste June Cost Factor (% of Full Month)[2]	Solid Waste July Cost Factor (%of Full Month)[2]	Average Monthly Service Usage (%)	Pre-retrofit Annual Existing Waste Disposal Cost (Base Year)	Pre-retrofit Annual Existing Waste Disposal Cost (Year 1)[3]
Attucks MS	$1,680	49.6%	16.0%	80.5%	$16,222	$16,628
Bair MS	$4,311	100.0%	15.1%	84.6%	$43,765	$44,859
Croissant Park ES	$1,616	65.9%	36.0%	83.5%	$16,190	$16,595
Falcon Cove MS	$7,565	0.0%	0.0%	75.0%	$68,085	$69,787
Lakeside ES	$3,914	115.1%	46.0%	88.4%	$41,532	$42,570
Lauderhill 6-12	$3,808	60.1%	18.3%	81.5%	$37,260	$38,192
					$223,054	**$228,630**

[1]Full Month Dumpster Cost provided by Broward School District Environmental Conservation/Utility Management group. Full month is defined as 20 school days.
[2]Summer solid waste cost factor provided by Broward School District Environmental Conservation/Utility Management group
[3]Year 1 values above carry 2.5% escalation from Base Year Cost

The waste disposal savings for this FIM are estimated by the following formulae:

$$Existing\ Annual\ Dumpster\ Cost\ (\$) = (Full\ Month\ Dumpster\ Cost\ (\$) * Average\ Monthly\ Service\ Usage\ (\%) * 12\ Months)$$

$$Full\ Month\ Dumpster\ Cost\ (\$) = Provided\ by\ Broward\ County\ Schools\ per\ School$$

$$Average\ Monthly\ Service\ Usage\ (\%) = (\sum Monthly\ Usage\ (per\ Tables\ below))/12$$

Month	Monthly Usage (%)	Month Description Notes
Jan	75%	New Year Break
Feb	100%	
Mar	75%	Spring Break
Apr	100%	
May	100%	
Jun	June Usage	By School (See Table Above)
Jul	July Usage	By School (See Table Above)
Aug	100%	
Sep	100%	
Oct	100%	
Nov	75%	Thanksgiving Break
Dec	75%	December Break

Proposed (post-retrofit) Waste Disposal Operational Data

School Name	Students per Ton per Full Month*	Proposed Compactor Monthly Pickups	Proposed Full Month Solid Waste (Tons)	Total Monthly Haul Costs ($)	Full Month Solid Waste Ton Costs ($)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Base Year)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Year 1)
Attucks MS	106.4	1	5.99	$200	$408	$5,869	$6,016
Bair MS	106.4	1	6.63	$431	$580	$10,259	$10,515
Croissant Park ES	106.4	1	6.35	$200	$433	$6,337	$6,495
Falcon Cove MS	106.4	2	19.72	$1,163	$2,329	$31,432	$32,218
Lakeside ES	106.4	1	4.71	$457	$674	$11,996	$12,296
Lauderhil l 6-12	106.4	1	4.06	$741	$274	$9,929	$10,177
TOTAL						**$75,823**	**$77,718**

$$\text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$
$$= \Big(\text{Proposed Compactor Monthly Pickups}$$
$$* \text{Compactor per Haul Charge Cost} \left(\frac{\$}{\text{Haul}}\right)$$
$$+ \Big(\text{Proposed Full Month Solid Waste (Tons/Month)}$$
$$* \text{Compactor per Ton Cost} \left(\frac{\$}{\text{Ton}}\right) * \text{Average Monthly Service Usage (\%)} \Big) \Big)$$
$$* 12 \text{ Months}$$

$$\frac{\text{Students per Ton}}{\text{Full Month}} = \left(\frac{\text{Students per Ton}}{\text{School Day}}\right) * \left(\frac{20 \text{ School Days}}{\text{Full Month}}\right)$$

$$\text{Proposed Full Month Solid Waste (Tons/Month)} = \left(\frac{\text{Student Count}}{\frac{\text{Students per Ton}}{\text{Full Month}}}\right)$$

1) Average Monthly Service Usage (%) is the same value as existing.
2) Compactor Per Haul Charge and Compactor per Ton Cost are provided in Section 4 Compactor Hauling Charge (Base Rates)
3) Average of Students per Ton per School Day was developed from the Broward School district EnergyCap utility database provided by Broward School District Environmental Conservation/Utility Management group.
   a) This data can be found in FIM-3 Appendix

$$\text{Compactor Waste Disposal Savings (\$)}$$
$$= \text{Existing Annual Dumpster Cost (\$)}$$
$$- \text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$

Equations for Verified Compactors Savings during Performance Period

Annually, the total verified compactors savings will be reconciled during the Performance Period according to the following:

Upon receiving from customer and analyzing actual post-retrofit operational data, Johnson Controls will evaluate the following factors for each site to determine any applicable adjustments in the school operation where there is noted increased post-retrofit waste management operational data compared to the baseline levels.

$$Annual\ verified\ compactor\ savings\ (\$) = Annual\ Baseline\ Dumpster\ Cost\ (\$) - Annual\ adjusted\ Post-retrofit\ Compactor\ Cost\ (\$)$$

Where:

Annual Baseline Dumpster Cost ($) corresponds to annual baseline Annual Existing Waste Disposal Cost (escalated to corresponding performance period Year in accordance with Section IV rates escalation) per definitions on table above.

$$Annual\ adjusted\ post-retrofit\ Compactor\ Cost\ (\$) = \sum_{i=1}^{12} Actual\ Compactor\ waste\ disposal\ cost\ i\ \textit{- (Annual Excess Pickup Cost + Annual Excess Disposal Cost)}$$

Where:
Actual Compactor waste disposal cost i is the corresponding monthly cost invoiced to each site including compactor pickups costs and tonnage disposal costs during the month i.

Annual Excess Pickup cost is the cost difference between Annual Actual Pickup Costs and (Proposed Compactor Monthly Pickups x Compactor per Haul Charge Cost) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

Annual Excess Disposal cost is the cost difference between Annual Actual Disposal costs and (Proposed full month solid waste (tons) x Compactor per Ton Cost ($/ton) x Average Monthly Service Usage (%) x 12) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

$$Annual\ ECM\ Waste\ disposal\ Cost\ Savings\ (\$) = \sum_{s=1}^{6} Sites\ i\ \ Annual\ verified\ Compactor\ Savings\ (\$)$$

Adjustments in costs savings due to excess costs post-retrofit may reflect normalization adjustments, based on variation respect to agreed-upon applicable Proposed (post-retrofit) Waste Disposal Operational Data. Operational post-retrofit deviations observed in the course of each performance period will be noted in the corresponding annual M&V report. Any operational third-party (service provider on waste disposal) increases in rate increases beyond annual ceiling escalation in accordance with Rates described in Section V, are factors for potential savings adjustments. Details on annualized post-retrofit factors including but not limited to total annualized pickup cost variations, total annualized tonnage disposal cost variation as effect from local operational changes beyond the proposed and agreed conditions in table above (such as increases in total annual pickup frequencies, increases in total annual site tonnage generation) will convey the corresponding annual savings adjustments in its annual reconciliation not incurring in a performance shortfall as effect of it.

If post-retrofit monthly data (including waste disposal invoices, costs, tonnage disposed, actual pickup frequency) required to convey the reconciliation, calculation and any operational adjustments associated with any ECM-site under scope is not provided or not available, in the ordinary course of system operation which shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations, Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data provided by Broward County Public Schools to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage,

Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

During unforeseen events or times periods where post-retrofit monthly data is not captured by Broward County Public Schools internal systems and procedures, and data become unavailable on any site impacted by this ECM, Johnson Controls will utilize proposed estimated post-retrofit data points agreed in advance, in order to reconcile those times periods where actual post-retrofit data were not captured and consequently unavailable for benefits reconciliation, without incurring in any performance shortfall as effect of it. Estimated proposed post-benefits in such time periods will be deemed achieved for purposes of the Performance Guarantee reconciliation, accordingly.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits				
	Electric Consumption*	Electric Demand*	Natural Gas	Water*	Calculated Year 1 Waste Management Cost*
FIM-3	0 kWh	0 kW	0 Therms	0 kgal.	$150,912

(Y1 values above carry 2.5% escalation from Base Year rates)

Refer to FIM-3 Appendix for the detailed expected savings calculations for FIM-3.

*SOMAT machines on each ECM-site removed from operation as part of the ECM scope implementation (agreed-in-advance by customer) and its implications on expected O&M savings and water use reduction are described under non-measured benefits sections**.**

*Utilization of trash compactors operation and SOMAT machines operations utility units have been agreed in advance to be similar and cancelling each other due to addition/removal in these equipment categories under ECM scope. Net utility units' effects is deemed to be minimal and it's defined as negligent. Accordingly, it will not be measured nor calculated any impact on ECM Measured Benefits as noted in communications between Broward County Public Schools team and JCI Development team.

Non-Measured benefits associated with Total Annual O&M SOMAT Repair Cost Savings ($), Total Annual Compactor Maintenance Cost ($), Total Annual SOMAT Water use Cost Savings ($) are presented in the non-measured Benefits sections accordingly.

As part of the ECM implementation of trash compactors it is anticipated and previously discussed with customer collaboration and local customer interview as source of data during the Phase 5 Development audit phase, a maintenance cost allocation of $2,000 is expected to be covered by customer per site per year in order to address preventive and corrective maintenance for compactor equipment. These maintenance cost allocations will not be measured and are excluded from above-mentioned waste management cost benefits.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of three percent (3.0%) for electric and water utility. Baseline utility consumptions/demand for electricity, natural gas, and water/sewer are based on the period of August 2024 through July 2025. Baseline utility costs are based on current utility rate structures. Compactor Hauling Charge (Base) Rates defined below correspond to rates provided by Broward School District Environmental Conservation/Utility Management group. For purposes of the annual performance guarantee reconciliation the Compactor Hauling Charge (Base) Rates will be escalated a minimum of 2.5% annually (for both pre-retrofit (baseline) costs and verified waste disposal post-retrofit costs reconciliation). Rate structures and analyses are included in the Utilities Appendix. Year 1 rates level corresponds to escalation of one (1) period from Base rates to account for utility escalation anticipated during the 16-month construction period.

Facility Name	Electric				
	kWh	$kWh	kW	$kW	Electric
Annabel C Perry PreK-8	1,347,120	$89,459	4,045	$55,040	$144,499
Apollo MS	2,447,040	$145,738	6,434	$110,309	$256,047
Attucks MS	3,074,160	$183,087	6,685	$114,612	$297,700
Bair MS	1,652,400	$109,732	4,837	$65,817	$175,549
Coral Glades HS	4,360,080	$259,673	11,050	$189,449	$449,121
Croissant Park ES	1,520,280	$100,958	4,435	$60,347	$161,305
Crystal Lake MS	2,496,330	$150,572	6,835	$114,324	$264,896
Cypress Bay HS	6,566,800	$396,092	16,292	$274,687	$670,778
Dave Thomas West Center	1,041,600	$62,910	3,735	$54,423	$117,333
Falcon Cove MS	3,740,880	$225,640	11,373	$191,458	$417,098
Lakeside ES	1,454,400	$86,620	4,972	$85,243	$171,863
Lauderhill 6-12	1,767,240	$105,251	5,558	$95,294	$200,545
Miramar HS	4,666,880	$277,945	11,952	$204,913	$482,858
Nova MS	5,051,548	$335,461	11,248	$153,047	$488,508
Piper HS	4,097,040	$247,122	10,626	$178,007	$425,129
Pompano Beach HS	3,152,000	$187,723	9,056	$155,262	$342,986
Riverland ES	1,222,440	$81,179	3,772	$51,326	$132,505
Seagull School	985,957	$65,475	3,244	$44,492	$109,967
Virginia S Young Montessori	1,097,760	$72,900	3,884	$52,850	$125,749
Wingate Oaks Ctr	1,233,240	$81,896	3,908	$53,176	$135,073
Totals	52,975,195	$3,265,433	143,941	$2,304,075	$5,569,508

Facility Name	Water/Sewer	
	kGal	Water Cost ($)
Annabel C Perry PreK-8	3,420	$44,905
Apollo MS	2,749	$53,806
Attucks MS	5,699	$111,540
Bair MS	2,479	$26,647
Coral Glades HS	5,038	$49,624
Croissant Park ES	2,862	$65,511
Crystal Lake MS	1,665	$18,182
Cypress Bay HS	2,919	$39,231
Dave Thomas West Center	2,848	$55,162
Falcon Cove MS	1,041	$13,991
Lakeside ES	1,037	$20,045
Lauderhill 6-12	2,574	$29,755
Miramar HS	5,704	$74,894
Nova MS	4,484	$73,888
Piper HS	6,308	$67,811
Pompano Beach HS	4,081	$31,832
Riverland ES	1,186	$27,148
Seagull School	418	$9,568
Virginia S Young Montessori	1,094	$25,042
Wingate Oaks Ctr	2,737	$29,888
Totals	60,342	$868,470

Electric (Base) Rates

Facility Name	$/kWh	$/kW	Source
Annabel C. Perry PreK-8	$0.0664	$13.61	SDTR-1A
Apollo MS	$0.0596	$17.14	SDTR-2A
Attucks MS	$0.0596	$17.14	SDTR-2A
Bair MS	$0.0664	$13.61	SDTR-1A
Coral Glades HS	$0.0596	$17.14	SDTR-2A
Croissant Park ES	$0.0664	$13.61	SDTR-1A
Crystal Lake MS	$0.0603	$16.73	GSLD-1/SDTR-1A
Cypress Bay HS	$0.0603	$16.86	SDTR-2A/GSD-1
Dave Thomas West Center	$0.0604	$14.57	GSDT-1
Falcon Cove MS	$0.0603	$16.83	GSLD-1/GSD-1
Lakeside ES	$0.0596	$17.14	SDTR-2A
Lauderhill 6-12	$0.0596	$17.14	SDTR-2A
Miramar HS	$0.0596	$17.14	SDTR-2A
Nova MS	$0.0664	$13.61	SDTR-1A
Piper HS	$0.0603	$16.75	SDTR-2A/SDTR-1A
Pompano Beach HS	$0.0596	$17.14	SDTR-2A
Riverland ES	$0.0664	$13.61	SDTR-1A
Seagull School	$0.0664	$13.72	SDTR-1A/GSD-1
Virginia S. Young Montessori	$0.0664	$13.61	SDTR-1A
Wingate Oaks Ctr	$0.0664	$13.61	SDTR-1A

**NOTE: Electric rates used per Florida Power & Light rates as of February 1, 2025.

Water/Sewer (Base) Rates

Facility Name	Water $/kGal	Sewer $/kGal	Total $/kGal	Source
Annabel C. Perry PreK-8	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Apollo MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Attucks MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Bair MS	$5.67	$5.08	$10.75	City of Sunrise - Outside of City
Coral Glades HS	$4.79	$5.06	$9.85	City of Coral Springs; Top Tier
Croissant Park ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Crystal Lake MS	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19
Cypress Bay HS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Dave Thomas West Center	$8.61	$10.76	$19.37	City of Margate; Rates "Outside Margate" as the school is located south of Coconut Creek Pkwy
Falcon Cove MS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Lakeside ES	$10.71	$8.62	$19.33	City of Pembroke Pines; Commercial Water Rate
Lauderhill 6-12	$6.64	$4.92	$11.56	City of Lauderhill; Commercial 150,001-300,000 gallons Tier
Miramar HS	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Nova MS	$7.97	$8.51	$16.48	City of Davie; "Non-Residential, Commercial, & Institutional Classes" Rates
Piper HS	$5.67	$5.08	$10.75	City of Sunrise; Commercial Rates "In City"
Pompano Beach HS	$3.56	$4.24	$7.80	City of Pompano; Commercial Rates; Water rate is "Commodity Charge per 1,000 gallons" rather than $5.65 "Incremental Use Charge"
Riverland ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Seagull School	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Virginia S. Young Montessori	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Wingate Oaks Ctr	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19

Compactor Hauling Charge (Base) Rates

School Name	Compactor Per Haul Charge ($/Pickup)	Compactor Per Ton Cost ($/ton)	Franchise Fee (%)	Compactor Hauler	City/County
Attucks MS	$153.50	$52.46	30%	Panzarella	Hollywood
Bair MS	$430.85	$87.50	0%	Republic	Sunrise
Croissant Park ES	$153.50	$52.46	30%	Panzarella	Ft. Lauderdale
Falcon Cove MS	$430.85	$87.50	35%	Republic	Weston
Lakeside ES	$457.05	$143.07	0%	Waste Pro	Pembroke Pines
Lauderhill 6-12	$741.20	$67.43	0%	Waste Management	Lauderhill

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area and Post-Retrofit Facility/Area schedules (Burn Hours) are incorporated and documented in the LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1 Appendix.

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period based on percent completions, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. advise Customer's designated personnel of any performance deficiencies based on such information;

    B. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    C. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

[END OF ARTICLE 2]

Article 3. CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation.
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing a laydown space at one or two of Districts Maintenance sites for a total of seven (7) Conex Storage Boxes, for use as plumbing material storage during construction of FIM 2 Water Conservation.
5. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site;
    f. electrical panel locations for any fixtures where permitting is required; and
    g. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Article 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Article 1;
9. Properly maintaining, and performing appropriate preventative maintenance on all equipment and building systems affecting the Assured Performance Guarantee. Maintenance should be done in accordance with manufacturers' standards and specifications. Ongoing services should be done in order to address preventive and corrective maintenance for compactor equipment.
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefore;
11. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
13. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
14. Promptly notifying JCI of any change in use or condition described in Section III of Article 2 or any other matter that may impact the Assured Performance Guarantee; and
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
16. $50,000.00 of Customer controlled contigency is included in this contract price.

[END OF ARTICLE 3]

Article 4. PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Article 4.

1. *Work*. The price to be paid by Customer for the Work shall be **$14,760,460**. Payments, (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI based on Florida Prompt Statue 218.735 based on the below draw schedule. If work progresses at a quicker pace than projected, the draw schedule may be amended if mutually agreed. The schedule below is a representative of the current installation plan for this project.

Schedule		Total Draw
Construction Period	Down Payment	$3,690,115
	Month #1	$442,814
	Month #2	$1,180,837
	Month #3	$1,180,837
	Month #4	$1,476,046
	Month #5	$1,476,046
	Month #6	$1,476,046
	Month #7	$738,023
	Month #8	$590,418
	Month #9	$442,814
	Month #10	$442,814
	Month #11	$442,814
	Month #12	$442,814
	Month #13	$295,209
	Month #14	$295,209
	Month #15	$147,604

2. *M&V Services*. The total price for the fourth amendment of JCI's M&V Services, as detailed in Article 2, is $1,203,464.00 for the entire term. This amount will be paid to JCI in annual installments as indicated in the table below. These payments will be due and payable per Florida Prompt Payment Statute 218.735 when Customer receives JCI's invoice and in advance of the services JCI is to provide and shall be made throughout the Guarantee Term.

Performance Year	M&V Costs
Year 1	$64,706
Year 2	$66,647
Year 3	$68,647
Year 4	$70,706
Year 5	$72,827
Year 6	$75,012
Year 7	$77,263
Year 8	$79,580
Year 9	$81,968
Year 10	$84,427
Year 11	$86,960
Year 12	$89,568
Year 13	$92,255
Year 14	$95,023
Year 15	$97,874

[END OF ARTICLE 4]

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 28, 2026

TO: School Board Members

FROM: Mark D. Dorsett
Chief Operations Officer – *Task Assigned*

VIA: Dr. Howard Hepburn
Superintendent of Schools

Designee

SUBJECT: **REQUEST TO REVISE OO-1 - FY20-121 – GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES, FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for OO-1 - FY20-121 – Guaranteed Energy Performance Contracting Services for the February 10, 2026, Regular School Board Meeting.

Revised:

- Executive Summary

HH/MDD/AW:bm
Attachment(s)

c: Cabinet
Senior Leadership Team

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

EXECUTIVE SUMMARY

Recommendation to Approve the Fourth Amendment
FY20-121 – Guaranteed Energy Performance Contracting Services

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Board Meeting Date: February 10, 2026

Requested Action:
Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Phase 5, 2025/2026					
School	**District**	**School**	**District**	**School**	**District**
Annabel C. Perry PreK-8	1	Cypress Bay HS	6	Piper HS	5
Apollo MS	1	Dave Thomas West Ctr	7	Pompano Beach HS	7
Attucks MS	1	Falcon Cove MS	6	Riverland ES	3
Bair MS	5	Lakeside ES	2	Seagull School	3
Coral Glades HS	4	Lauderhill 6-12	5	Virginia S. Young Mont.	3
Croissant Park ES	3	Miramar HS	2	Wingate Oaks Ctr	5
Crystal Lake MS	7	Nova MS	6		

Impact of the School Board's Vote:
- If the School Board votes "Yes": A Yes vote on this item initiates LED Lighting and plumbing upgrade projects at twenty (20) Schools, which results in a safer, enhanced, and environmentally greener student and teacher learning environment with guaranteed annual savings of over 1 million dollars annually to the District. In addition, six (6) of the twenty (20) schools will receive new trash compactors to reduce the refuse operational costs.
- If the School Board votes "No": A No vote on this item means that the existing fluorescent lighting, inefficient plumbing, and refuse collection systems will remain with no reductions in energy, water, or refuse cost or consumption.

Background/History
Energy Savings Performance Contracting is a proven, alternative procurement method that has been widely used for more than thirty (30) years, is recognized by the U.S. Department of Energy, and permits governmental agencies to enter into a guaranteed energy, water, or wastewater savings Agreement for a duration of more than one (1) year with vendors of guaranteed energy, water, or wastewater savings programs. These programs are financially guaranteed to achieve the projected savings by the Energy Service Company (ESCO), which reduces budget and operational risk to the District.

The objective of SBBC's Energy Performance Contract projects is to generate significant consumption reductions and cost savings in energy and water utilities by upgrading necessary infrastructure and safety features, including energy-efficient LED technologies and low-flow plumbing fixtures. Implementation of these upgrades also supports the environmental stewardship of the District.

Phase I (Pilot): (Approved by SBBC on May 19, 2020, for nine (9) Schools): Construction was completed in August 2021, with year-to-date verified savings of $1,334,733, which positively exceeded the guaranteed total Year-to-date savings by $902,712.

Phase II: (Approved by SBBC on December 14, 2021, for twenty-one (21) Schools): Construction was completed in September 2023 with verified savings of $1,399,073 (as of December 2024), which positively exceeded the guaranteed total savings by $512,318.

Phase III: (Approved by SBBC on June 13, 2023, for twenty-three (23) Schools): Construction was completed in August 2024 with a year-to-date verified savings of $1,487,142, which positively exceeded the guaranteed total Year-to-date savings by $498,155.

Phase IV: (Approved by SBBC on July 23, 2024, for thirty-one (31) Schools): Construction is in progress with an estimated completion date of February 2026 and estimated total annual project savings of over $1,000,000.

Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this amendment ensures continued progress toward energy efficiency, cost savings, and improved learning environments across the District. Phase V: Estimated total annual project savings is over $1,400,000 with a guaranteed performance period of fifteen (15) years.

Financial Impact, Funding Source & Budget Status:
The financial impact of this spending authority is $14,760,460. The annual capital equipment lease payments are included in the fiscal year 2026 District Educational Facilities Plan and are offset in the District's General Fund budget by the guaranteed utility savings. As a result, there is no net financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
~~Agreement – original spending authority request~~	~~1/14/2020~~			~~$0~~	
~~First Amendment~~	~~12/14/2021~~			~~$0~~	
~~Second Amendment~~	~~6/13/2023~~			~~$0~~	
~~Third Amendment~~	~~4/16/2024~~	~~Yes~~		~~$544,316.74~~	
Fourth Amendment **Agreement – original spending authority request**	2/10/2026	Yes-DEFP	(FY25-26) CAPITAL (TRANSFER To General Fund) Fund: 11**60** **Functional Area: 7420000000000000 Fund Center: 2220097031**	14,760,460	**180**
Total Agreement Amount				**$14,760,460**	**180**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. This Agreement is for a maximum of twenty (20) years, with a specific term of the loan being fifteen (15) years.
Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None.

Procurement Method:
Due to the positive success and impact of Phases I to IV, the District opted to unanimously approve the next Phases of services for one hundred additional District Schools (100) in Fiscal Year (FY) 2025/2026 through FY2029/2030. The Project Development Agreement (PDA) for Phases V through IX, to evaluate one hundred (100) locations, twenty (20 per phase/year), was approved by the School Board on August 19, 2025, as Item OO-18.

Impact on Schools:
Installation of the LED lighting systems directly enhances the student learning and staff working environment and reduces lighting heat output, affecting Heating, Ventilation, and Air Conditioning operation and indoor environmental quality. Upgrades to the plumbing systems reduce gallons per flush and gallons per minute; new trash compactors reduce trash pickup frequency and promote a cleaner area. All projects result in a reduction in consumption/usage and utility costs, which allows funds to be allocated in other areas in support of schools.

If there is an impact on schools, how will schools be selected/prioritized:
Schools throughout the District are considered for evaluation based on historical knowledge of existing inefficient lighting fixtures as identified by Physical Plant Operations (PPO), Facilities Condition Assessments, and fire or safety-related inspections. Any planned projects from other Departments or Programs are reviewed and considered for inclusion in the Performance Contracting program.

Stakeholder Engagement/ End-User Input:
PPO, Office of Capital Programs, Food & Nutrition Services, School Principals, and Head Facilities Service Persons participated in the process of selecting and prioritizing schools based on identified needs, such as aging or inadequate lighting and high refuse costs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The expected life/replacement cycle is twenty years (20) years.

Additional Backup:
Energy Savings Performance Contracting (ESPC) initiatives—such as LED lighting upgrades—have significantly improved the learning environment across Broward County Public Schools. These enhancements have delivered measurable benefits in safety, energy efficiency, and sustainability, earning strong praise from school leaders and staff. Below are representative testimonials from multiple campuses and project phases:

William Dandy Middle School (Phase I) **July 6, 2021**
"As a result of William Dandy Middle School being selected for the Phase 1 Program for Infrastructure Upgrades, our school has benefited from modernized lighting systems installed throughout the campus. This has resulted in a safer school environment that is now more energy-efficient and sustainable for students and staff."
— **John W. Battle III, Assistant Principal**

Pines Lakes Elementary School (Phase I) **April 1, 2024**
"Pines Lakes Elementary has been the recipient of a multi-phase project for energy improvements to upgrade lighting and water conservation. As Principal, I am proud to support the District's application for the U.S. Department of Energy's Efficient and Healthy Schools Campaign. Our district is leading the way in energy-efficient schools, and I can attest to the success of its implementation. This project improved safety and provided a more conducive learning environment for over 500 students and staff."
"Our school is one of the older campuses in the District. When I became Principal eleven years ago, I noticed the impact of outdated lighting and plumbing on students and staff. While we worked hard to improve efficiency through educational activities, the greatest impact has come from this energy efficiency project. I am extremely grateful for that."
"Mr. Eric Jackson, Head Facilities Service Person, shared that he and his team have noticed a reduction in maintenance needs since the project began."
— **Susan F. Sasse, Principal**

Blanche Ely High School (Phase II) **May 5, 2023**

"Nighttime security and safety have improved significantly with all exterior lights now operational, as well as classroom instruction with every fixture lit in every room. Thank you and your team for a job well done!"

— **Michael Crehan, Head Facilities Serviceperson**

Walker Elementary School (Phase II) **March 1, 2023**

"Good day, Ms. Puma. I hope all is well. Last year, your team completed lighting and plumbing upgrades for Walker Elementary School. Were these upgrades a district-wide initiative? I am now the Principal at Wilton Manors and wanted to know if the school is scheduled for similar upgrades. I have some safety concerns with lighting and want to make sure we are conserving water and energy usage. Your help with this matter would be greatly appreciated."

— **Tauri J. Eligon, Principal**

Whiddon Rogers Education Center (Phase III) **February 20, 2024**

"I have noticed the phenomenal difference in our campus lighting. This project was definitely needed and long overdue. Thank you for all you have done!"

— **Wylie L. Howard Jr., Principal**

Silver Lakes Middle School (Phase III) **October 27, 2023**

"This is amazing. It is the talk of the school among students and staff. I truly appreciate the professionalism and quality work of the crew."

— **Errol Evans, Principal**

"The media center and hallways look great! These new lights make a big difference in the aesthetics of the campus. Thank you."

— **Armando Alejo, Assistant Principal**

Taravella High School (Phase IV) **March 13, 2024**

"We are excited about the improvements to our school's lighting."

— **Mary DeArmas, Principal**

Nob Hill Elementary School (Phase IV) **March 13, 2024**

"Several schools mentioned they are thrilled with the updates, and I am too!"

— **Rose Marie DeFalco, Head Facilities Serviceperson**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY21-138 - Program Manager – Cost and Program Controls

REQUESTED ACTION:

Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Third Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Third Amendment
- Evaluation

FINANCIAL IMPACT:

$12,495,751; New Total Award Amount: $13,830,751. The financial impact of this item is $1,335,000. Funding is included in the FY 2026 District Educational Facilities Plan.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-4753

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

Executive Summary

Recommendation to Approve Third Amendment and 180-Day Extension
FY21-138 - Program Manager – Cost and Program Controls

Board Meeting Date: February 10, 2026

Recommended Action:
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc.

School Board Policy Requirement/Authority: School Board Policy 3800.

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": A 180-day extension is required to ensure continuity of services while the new Request for Proposal (RFP) solicitation is underway. It will enable the seamless and uninterrupted management of costs and program controls for the District's Capital Program.
- If the School Board votes "No": The lack of Cost and Program Controls would impact financial oversight of Capital projects, increasing the risk of budget overruns, inaccurate reporting, delay in workflow processing and training, and financial closeout of projects, reducing the departments' ability to manage the remaining projects cost-effectively.

Background/History
On January 20, 2021, SBBC and Atkins North America, Inc. (collectively, the "Parties") entered into an Agreement for the provision of Cost and Program Controls Management Services (the "Agreement"). The initial term of the Agreement was for three (3) years, commencing on March 16, 2021, ending on March 16, 2024, and upon mutual agreement of the Parties, may be extended for two (2) additional, one (1) year renewal periods, and if needed, extended one hundred eighty days (180) beyond the expiration date of either of the renewal periods, which is being authorized by this action.

On October 12, 2023, Atkins North America, Inc. legally changed its name to AtkinsRéalis USA, Inc. ("Atkins" or "Vendor"). On February 21, 2024, SBBC approved the First Amendment to the Agreement in which the Parties exercised the first of two (2) potential, one (1) year renewal periods, which extended the term of the Agreement through March 16, 2025. On February 19, 2025, SBBC approved the Second Amendment to the Agreement in which the Parties exercised the second of two (2) potential, one (1) year renewal periods, which extended the term of the Agreement through March 16, 2026.

Presently, the Parties mutually desire to exercise the one hundred eighty-day (180) extension of the term of the Agreement through September 12, 2026.

In order to maintain the facility and operational needs of District schools, the District must continue to manage the Capital projects of its schools as a consistent program. The Cost and Program Control Manager (CPCM) role manages all control systems for all Capital Projects (formally SMART) as proposed in the 2014 General Obligation Bond (GOB) referendum. In managing the District's control system, the CPCM serves as the District's representative, actively identifying and resolving issues. When issues cannot be determined or resolved by the CPCM, it is their responsibility as the manager of controls to present options to the Office of Capital Programs (OCP) for review and guidance.

Atkins delivers a comprehensive SMART Program Monthly Report, providing an authoritative record of program financials, budgets, actuals, forecasts, cash flow, and commitments from inception through completion. The report also tracks project phases, change orders, forecasted costs, vendor performance, average construction invoice cycle times, schedule variance from baseline, project closeouts, and other key program metrics.

Atkins conducts a Quarterly Risk Assessment, reviewing risks, trends, and financial exposures with the Capital Budget team to ensure informed Capital Reserve allocation decisions. Atkins oversees all program budgets by reviewing and validating new commitment and budget change requests, reconciling discrepancies with OCP staff, and ensuring that all financial data is accurately recorded and aligned in SAP. This process supports proper financial tracking throughout each project and enables accurate, auditable closeout upon completion.

Atkins also oversees Schedule and System Management as the administrator of e-Builder, providing monthly new-user training for internal AECOM and BCPS staff, as well as external licensed users (architects, engineers, and contractors), and ensuring proper workflow compliance and system use across the program.

Specific workflow training is also provided. Regular updates to published workflow instruction guides and periodic "Training Tip" email blasts are maintained. Atkins continues to provide Trimble (formerly e-Builder) technical support for all active modules via email, Teams, phone, and live support. For internal users, Atkins assists in navigating the controls within the e-Builder workflows. Atkins ensures material and tax savings are correctly entered, along with supporting documentation, on every Direct Owner Purchase request.

Another key aspect of Atkins' support is the management of e-Builder processes. They provide on-demand development of workflow processes. As projects advance toward completion, Atkins has played a crucial role in creating and implementing new workflows to meet the program's evolving needs, such as cure notices, claims management, purchase order closeout, and project closeout. In addition to development, Atkins maintains all SBBC e-Builder processes. Requests for updates to existing workflows are thoroughly vetted and analyzed, and if deemed necessary, are typically implemented within the same day. There can be multiple weekly process updates to address technical issues and ensure continuous process improvements. The output files are consistently updated to meet SBBC requirements throughout all leadership and organizational changes.

Atkins ensures the integrity of project details by maintaining all Capital projects within the system. This involves promptly updating each project with any changes in program personnel, role reassignments, phases, delivery methods, funding sources, and more. These updates must be completed swiftly to ensure workflow processes continue to move to the correct staff. Additionally, daily administrative reports are reviewed to confirm that workflows are operating smoothly without technical issues.

Agreement Term: March 17, 2026, through September 16, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this item will ensure the seamless continuation of the cost and controls management of the District's Capital Program.

Financial Impact, Funding Source & Budget Status:
Second Amended Agreement Amount: $12,495,751; New Total Award Amount: $13,830,751. The financial impact of this item is $1,335,000. Funding is included in the FY 2026 District Educational Facilities Plan.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	1/20/2021	Yes	Capital Reserve	$8,527,429	36
First Amendment/Renewal – additional spending authority	2/21/2024	Yes	Capital Reserve	$872,322	12
Second Amendment/Renewal – additional spending authority	2/19/2025	Yes	District Educational Facilities Plan – Fund: 7920	$3,096,000	12
Third Amendment/180-Day Extension – additional spending authority	2/10/2026	Yes	(FY25-26) District Educational Facilities Plan - 2400096030 7920 7403000000000000 56820000	March 17, 2026 - September 16, 2026 ($1,335,000)	6
Total Agreement Amount				**$13,830,751**	**66**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement: No
Agreement Term: March 17, 2026, through September 16, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
This contract was competitively solicited in accordance with prior Purchasing Policy 3320 Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_FY21-138_ProgramManagerCostandProgramControlServices.pdf

Impact on Schools:
Not Applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not Applicable

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	January 28, 2025
Previous Bid # (Ex: 10-004R):	FY21-138	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$12,495,751	**Bid Title:**	Program Manager - Cost and Program Control Services
Previous Award Total:	$9,399,751		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	3/16/2021	**New Bid Term (In Months):**	60
Previous Bid Term (End Date):	3/15/2025	**# of Months Into Bid:**	46

SPEND REPORTING	
Purchase Order(s) Spend:	$9,399,751
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$9,399,751**
Average Monthly Expenditure:	$204,342
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
106995-ATKINSREALIS USA INC		$ 9,399,751
	PO VENDOR SPEND:	**$ 9,399,751**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 9,399,751**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2400096030	**Name** (First & Last)	Sonja Coley
Fund	7920	**Title**	Director
Functional Area	7403000000000000	**Department/School Name**	Contruction (Captial Programs)
Commitment Item	56820000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/5/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 11th day of March 2025, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ATKINSRÉALIS USA, INC.
(formerly known as Atkins North America, Inc.)
having its principal place of business at
3250 West Commercial Blvd. Suite 120
Fort Lauderdale, FL 33309

WHEREAS, on January 20, 2021, SBBC and Atkins North America, Inc. (collectively, the "Parties") entered into an Agreement for the provision of Cost and Program Controls Management Services (the "Agreement");

WHEREAS, the initial term of the Agreement was for three (3) years, commencing on March 16, 2021, ending on March 16, 2024, and upon mutual agreement of the Parties, may be extended for two additional, one-year renewal periods, and if needed, extended 180 days beyond the expiration date of either of the renewal periods; and

WHEREAS, on October 12, 2023, Atkins North America, Inc. legally changed its name to AtkinsRéalis USA, Inc. (hereinafter "**Vendor**"); and

WHEREAS, on February 21, 2024, SBBC approved the First Amendment to Agreement in which the Parties exercised the first of two potential, one-year renewal periods which extended the term of the Agreement through March 16, 2025; and

WHEREAS, on February 19, 2025, SBBC approved the Second Amendment to Agreement in which the Parties exercised the second of two potential, one-year renewal periods which extended the term of the Agreement through March 16, 2026; and

WHEREAS, the Parties mutually desire to extend the term of the Agreement for the final 180-day renewal and extending the term of the Agreement through September 12, 2026; and

WHEREAS, in consideration of the above, the Parties agree to increase the Cumulative Caps and clarify the renewal amounts as set forth herein; and

WHEREAS, the Parties acknowledge and agree that the Agreement is in full force and effect as revised by this Third Amendment.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Revised Terms.**

a. Article 3.21 of the Agreement is hereby amended to extend the term of the Agreement from March 17, 2026, through September 12, 2026, unless terminated earlier pursuant to section Article 3.05 of the Agreement; and

b. The approved Cumulative Caps and renewal amounts are: $13,830,751 and $1,335,000 respectively.

1.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

a. this Third Amendment to Agreement; then
b. the Second Amendment to Agreement; then
c. the First Amendment to Agreement; then
d. the Agreement.

1.04 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement upon the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATKINSREALIS USA, INC.

ATTEST:

Rene de los Rios - Assistant Secretary

By _____ Signature

Printed Name: Jonathan Marshall

Title: Sr. VP - Building, Power & Industrial BU Director

-or-

_____
Witness

_____
Witness

ATKINSREALIS USA INC. CORPORATE SEAL 1960 FLORIDA

STATE OF Florida

COUNTY OF Hillsboroush

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this January 19th 2026 (*date*) by Rene de los Rios (*name of officer or agent, title of officer or agent*) of ATKINSRealis USA, INC (*name of corporation acknowledging*), a Florida Corporation (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☒did not first take an oath this January 19 day of 19th, 2026.

My Commission Expires:

DARAH LEIGH URSO
MY COMMISSION #HH682803
EXPIRES: JUN 02, 2029
Bonded through 1st State Insurance

(SEAL)

Darah Leigh Urso
Signature – Notary Public

Darah Leish Urso
Printed Name of Notary

HH682803
Notary's Commission No.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-138	**Bid Title:** Program Manager-Cost and Program Control Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: AtkinsrRalis USA, Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Sonja Coley	**Title:** Executive Director	**Contact Phone #:** (754) 321 - 1520
School/Department: Office of Capital Programs		
Participant's Signature:		**Date:** 01/14/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY21-192 - Cloud Benefits Management Solution (Licenses)

REQUESTED ACTION:

Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Second Amendment
- Evaluation

FINANCIAL IMPACT:

$270,000. The funding source is from SBBCs General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

Executive Summary

Recommendation to Approve Second Renewal, Second Amendment, and Additional Spending Authority FY21-192 - Cloud Benefits Management Solution (Licenses)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027.

School Board Policy Requirement/Authority: School Board Policy 3800, Section III, D, Department of Education, Rule 6A-I.012(11)(b) and Florida Administrative Code, Section I010.04(4)(a).

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": SBBC and its employees will continue to benefit from the AspireHR Cloud Benefits platform (software & licenses), which provides a modern, mobile benefits management solution; enabling the District to simplify benefits administration, showcase its benefits programs to employees, and provide employees with an intuitive mobile enrollment experience.
- If the School Board votes "No": SBBC will no longer have the required software & licenses necessary for employees to access the Aspire HR Cloud Benefits platform to make Benefits elections.

Background/History
An initial five (5) year Agreement and initial spending authority of $1,331,120 was approved during the regular school board meeting of January 20, 2021, Agenda Item OO-1 for March 30, 2020, through March 29, 2025.

On March 15, 2022, during the regular school board meeting, Item OO-3, the Board approved an early renewal and additional spending authority of $227,920 for March 30, 2025, through March 29, 2026, to avoid an additional cost of $56,153 above the 2025/2026 renewal cost, if not renewed until 2025/2026; Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
The expected outcomes or benefits include the following:

- AspireHR Cloud Benefits provides a platform which allows the District to improve the management of its employee benefits by providing a modern, mobile benefits management solution, which helps to simplify benefits administration, showcase benefits programs, and provides employees with an intuitive mobile enrollment experience.

- AspireHR Cloud Benefits technology options are seamless to SAP SuccessFactors from a user experience, employee data, process, and security perspectives. It eliminates employee data privacy and security concerns, as it allows the District to retain control of its employee data. This also makes it significantly less expensive than non-SAP SuccessFactors alternatives.

Additional features of the Aspire Cloud Benefits platform include:

- Utilizes SAP Benefits robust benefits administration, including Health Insurance Portability and Accountability Act (HIPAA), Internal Revenue Service (IRS), and Affordable Care Act (ACA) regulatory compliance.
- A simple, user-friendly enrollment experience that works consistently on PCs, tablets, and mobile phones from SAP SuccessFactors.
- Employees can complete their enrollment anywhere, including at home.
- Employees receive personalized benefits eligibility, coverage, and cost communications needed to make informed decisions.
- Employees save each plan individually during enrollment, allowing them to complete the enrollment across multiple sessions.
- Benefits Administrators can track completion percentages for Open Enrollment.

Financial Impact, Funding Source & Budget Status:
The additional spending authority is $270,000. The funding source is from SBBC's General Fund.

[See Next Page]

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request for March 30, 2020, through March 29, 2025, FY20-FY25	1/20/2021	YES	General Fund	$1,103,200	60
First Amendment/Early Renewal – additional spending authority for March 30, 2025, through March 29, 2026, FY25-FY26	3/15/2022	YES	General Fund	$227,920	12
Second Amendment/Renewal – additional spending authority for March 30, 2026, through March 29, 2027, FY26-FY27	2/10/2026	YES	General Fund	$270,000 March 2026 – June 2026, $90,000 July 2026 – March 2027, $180,000	12
Total Agreement Amount				**$1,601,120**	**84**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement:
No

Procurement Method:
Pursuant to Purchasing Policy 3800, Section III, D, the Department of Education, Rule 6A-I.012(11)(b) and Florida Administrative Code, Section I010.04(4)(a), Educational Services and Copyright Materials: Pursuant to Section 6A-1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Impact on Schools:
Not Applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not Applicable

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY21-192	**Preparation Date:**	December 15, 2025
Previous Bid # (Ex: 10-004R):	FY21-192	**Buyer/PA:**	BELINDA DEFOOR
New Bid Award Total:	$1,601,120	**Bid Title:**	CLOUD BENEFITS MANAGEMENT SOLUTION (LICENSES)
Previous Award Total:	$1,331,120		
Bid Type:	RENEWAL		
Previous Bid Term (Start Date):	3/30/2020	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	3/29/2026	**# of Months Into Bid:**	0

SPEND REPORTING	
Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
ASPIREHR CLOUD BENEFITS	N/A	$1,331,120
	PO VENDOR SPEND:	$1,331,120
	P-CARD SPEND:	$0.00
	TOTAL SPEND:	$1,331,120

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Dr. Dildra Martin-Ogburn
Fund		**Title**	Director
Functional Area		**Department/School Name**	Benefits & Employment Services
Commitment Item		**Sign-off provided by**	Dildra Martin-Ogburn, Ph.D.

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/6/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as SBBC),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ASPIRE HR, LLC.
(hereinafter referred to as ASPIRE),
having its principal place of business at
5151 Belt Line Road, Suite 1125, Dallas, Texas 75254

WHEREAS, SBBC and ASPIRE entered into an Agreement that commenced on March 30, 2021 and expired on March 29, 2025 (hereafter "Agreement"); and

WHEREAS, the Agreement is for cloud-based software for benefits; and

WHEREAS, ASPIRE offered SBBC a price discount if SBBC renewed the Agreement by no later than March 31, 2022; and

WHEREAS, the parties extended the term of the Agreement for one year beyond the expiration date of the Agreement, March 30, 2025 through March 29, 2026; and

WHEREAS, the parties desire to extend the term of the Agreement for one year beyond the expiration date of the Agreement, March 30, 2026 through March 29, 2027; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Pursuant to Section 8 of the Agreement, the term of the Agreement is hereby extended from March 30, 2026 through March 29, 2027, unless terminated earlier pursuant to Section 8 of the Agreement.

1.03 **Cost and Payment of Goods and Services**.

(a) Cost. The total cost to SBBC for the Goods and Services under this Second Amendment to Agreement is Two Hundred Seventy Thousand Dollars and 00/100 Cents ($270,000.00).

(b) Payment. Upon receipt of an appropriate invoice from ASPIRE issued to SBBC, no sooner than March 30, 2026, SBBC shall pay ASPIRE in a single lump sum, net thirty (30) calendar days from the date of the invoice, for services under this Second Amendment.

1.04 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement

1.05 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury stating that the non-governmental entity does not use coercion for labor or services as defined in that statute. A copy of the State of Florida Affidavit Regarding the Use of Coercion for Labor and Services is attached hereto as Attachment A. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

1.06 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from submitting a proposal for, or entering into, or renewing an agreement for goods or services of any amount if, at the time Agreement with (ASPIRE) Page 14 of 17 of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from submitting a proposal for, or entering into or renewing an agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by ASPIRE that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. ASPIRE further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. ASPIRE acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. ASPIRE further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if ASPIRE (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if ASPIRE is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

1.07 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.08 **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement upon the date of the last signature below (Effective Date).

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ASPIRE HR, LLC.

(Corporate Seal)

ATTEST:

ASPIRE HR, LLC.

By _____
Winnie Chu, Chief Growth Officer

_____
Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether ASPIRE HR, LLC. Choose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 5 day of January, ~~2025~~ 2026 by Winnie Chu of
Name of Person

ASPIRE HR, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Sara Grubbs
Signature – Notary Public

Sara Grubbs
Printed Name of Notary

13442247
Notary's Commission No.

(SEAL)

SARA GRUBBS
My Notary ID # 134424247
Expires June 26, 2027

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return the completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: belinda.defoor@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: ASPIRE HR, LLC.
Supplier Contact: WINNIE CHU, CHIEF GROWTH OFFICER
Contact Telephone: (469) 939-3696

Bid No.: FY21-192 **Purchase Order No.:** N/A

What was the product / service? CLOUD BENEFITS MANAGEMENT SOLUTION (LICENSES)

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	X
Delivery as Scheduled or Promised	☐	☐	☐	☐	X

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied ☐	Somewhat Satisfied ☐	Satisfied ☐	Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	X
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	X
Price as Compared to Similar Products/Services	☐	☐	☐	☐	X

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely ☐	Unlikely ☐	Probably ☐	Definitely X

***If not, please explain why in comments.**

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

***Comments:** _____

Evaluation Form Completed By:

Name / Title: Dr. Dildra Martin-Ogburn, Director
School / Department: Benefits & Employment Services
Contact Telephone: (754) 321-3100
Participant's Signature: Dildra Martin-Ogburn, Ph.D. **Date:** 1/6/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Stripin…

REQUESTED ACTION:

Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation

FINANCIAL IMPACT:

$3,476,583. The new total award amount is $10,564,583 and is funded by the PPO operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Recommendation to Approve Additional Spending Authority and Approve the First Renewal ITB Term ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping

---

Board Meeting Date: **February 10, 2026**

Requested Action:
Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Yes. The repair of parking lots, driveways, sidewalks, and play courts is required under the State Requirements for Educational Facilities (SREF) 2014, Florida Department of Education, specifically Chapter 5, Section 2(f), and the definition of "maintenance and repair."

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Maintenance and repair for parking lots, driveways, sidewalks, and play courts shall continue uninterrupted.
- If the School Board votes "No": Necessary maintenance and repairs of parking lots, driveways, sidewalks, and play courts will be delayed, which will present significant safety concerns. Inadequate upkeep of asphalt surfaces in these areas increases the risk of accidents and potential injuries, and places the District in violation of Chapter 5, Section 2(f), SREF 2014.

Background/History
This bid is utilized by the Physical Plant Operations (PPO) Department for capital and maintenance-funded projects throughout the District. This service is essential to repair or install parking lots, driveways, sidewalks, play courts, and signs in order to maintain them in a safe and operating condition.

The term of the bid is for three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, six (6) months beyond the expiration date of the final renewal period. Original ITB Term: May 23, 2023, through May 22, 2026; First Renewal Term: May 23, 2026, through May 22, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Signature Contracting & Property Management, LLC.

Alignment to 2027 Goals and Guardrails:
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment:
This service is essential to repair or install parking lots, driveways, sidewalks, play courts, and signs in order to maintain them in a safe and operating condition.

Financial Impact, Funding Source & Budget Status:
This project has a financial impact of $3,476,583. The new total award amount is $10,564,583 and is funded by the PPO operating budget.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original Spending Authority Request	3/7/2023	Yes	PPO operating budget	$2,506,000	36
Additional Spending Authority	9/10/2024	Yes	PPO operating budget	$2,304,000	
Additional Spending Authority	6/17/2025	Yes	PPO operating budget	$2,278,000	
First Renewal - Additional Spending Authority 4 Months Remaining This FY (FY25-26) $1,087,620	2/10/2026	Yes (February 2026 – June 2026) $1,087,620	PPO operating budget Various Schools and Admin Sites Fund: 1000	$1,087,620 (Feb 2026 – June 2026) 2,388,963 (July 2026 – May 2027	12
Total Agreement Amount				**$10,564,583**	**48**

The financial impact amount represents an estimated ITB value; however, the authorized amount will not exceed the estimated ITB award amount.

Multi-year agreement: Yes/No
Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.

Procurement Method:
Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), F.A.C., the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY23-251_AsphaltandCourtPaving,Repairs,ResurfacingandStriping.pdf

Impact on Schools:
Yes. The impact on schools will be safer for students, visitors, and staff surfaces for parking lots, driveways, sidewalks, and play courts.

If there is an impact on schools, how will schools be selected/prioritized:
Inspections and repairs are performed during routine preventive maintenance and emergency requests.

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 11, 2025
Previous Bid # (Ex: 10-004R):	FY23-251	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$10,564,583	**Bid Title:**	ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPPING
Previous Award Total:	$7,088,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	5/23/2023	**New Bid Term (In Months):**	48
Previous Bid Term (End Date):	5/22/2026	**# of Months Into Bid:**	31

SPEND REPORTING	
Purchase Order(s) Spend:	$6,740,138
P Card Purchases:	$3,100
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$6,743,238**
Average Monthly Expenditure:	$217,524
Unused Authorized Spending:	**$344,762**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
134681-SIGNATURE CONTRACTING & PROPERTY		$ 6,740,138
	PO VENDOR SPEND:	**$ 6,740,138**
	P-CARD SPEND:	**$ 3,100**
	TOTAL SPEND:	**$ 6,743,238**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various Schools and Admin Sites	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Executive Director
Functional Area	810572100000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53510000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/8/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
john.white2@browardschools.com

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: 12/11/2025

Signature Contracting
& Property Mgmt. LLC
Att: Brandon Crookes
1034 NE 44th Court
Oakland Park, FL 33334

Email: brandon@signaturecontractingpm.com
Phone: (954) 563-8584

Subject: **Letter of Renewal**
Agreement # ITB-FY23-251
ITB Title: Asphalt & Play Court Paving, repairs, Resurfacing & Striping Services
Contract Term: May 23, 2023, through May 22, 2026.

Dear Mr. Crookes:

The above-referenced contract expires on 5/22/2026. In accordance with Special Condition Section 4.3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 5/23/2026 Through 5/22/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☑ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☑ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY23-113

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 12/17/2025. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Mark Cohen
Purchasing Agent III

Cc: Edgar Lugo

VENDOR RESPONSE

12/11/25
Signature/Date - Authorized Representative

Brandon Crookes
Printed Name - Authorized Representative

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-251 **Bid Title:** Asphalt And Play Court Paving, Repairs, Resurfacing And Striping
Purchase Order #: 7525013494 **Product/Service Provided:** ADA parkings
Supplier (Company) Name: Signature Contracting & Property Management, LLC
Contact Name: Brandon Crookes **Contact Phone #:** (954)563 - 8584

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Sandra Garzon **Title:** Project Manager III **Contact Phone #:** (754) 321 -4860
School/Department: Office of Capital Programs
Participant's Signature:  **Date:** 12/12/2025

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

REQUESTED ACTION:

Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The First Amendments and Second Amendment have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendments-2_ONLINE
- Second Amendment
- Renewal Letters-3
- Evaluations-3

FINANCIAL IMPACT:

$8,480,000 for a total financial impact to the District of $32,980,000. The funding source is Information Technology Capital from the current adopted budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

Approve the First and Second Amendments, First Renewal, and Additional Spending Authority
RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-Rate)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Schools and departments will continue to have access to structured cabling and enterprise networking goods and services necessary to maintain and support SBBC's technology infrastructure. Additionally, the District will realize significant cost savings—up to eighty percent (80%) on equipment and cabling costs—through the federal E-Rate program, ensuring fiscal efficiency while meeting operational needs.
- If the School Board votes "No": Schools and departments will lose access to these goods and services, which could result in disruptions to network infrastructure support, impacting instructional technology and daily operations. Critical projects, including intercom systems and security camera installations that depend on reliable connectivity, will face delays. The District will also be unable to take advantage of the E-Rate program's eighty percent (80%) discount, leading to substantially higher costs for any future purchases.

Background/History
This bid supports the purchase of goods and services that are critical to maintaining and improving SBBC's network infrastructure, with substantial funding provided through the Federal E-Rate program. These resources are essential for ensuring reliable connectivity across schools and District offices, enabling access to instructional technology, security systems, and digital tools that support teaching, learning, and daily operations. The scope includes cabling and networking solutions that keep classrooms connected, while supporting safety and security initiatives. Examples of items to be procured include networking equipment such as switches, wireless access points, uninterruptible power supplies (UPS), and cabling. During the last five (5) year E-Rate cycle, the District spent $7.349 million on E-Rate eligible equipment, representing twenty percent (20%) of the total allocation of $36.745 million, achieving $29.396 million in savings, eighty percent (80%) through the E-Rate program. Non-E-Rate Expenditures during the last 5 years totaled $16,971,000.

Agreement Term: December 29, 2020, through June 30, 2026, with an option for two (2) additional one (1) year renewal periods; First Renewal Term: July 1, 2026, through June 30, 2027, Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
The upgraded wireless access points deployed at schools and departments support fifty percent (50%) more users, enhancing connectivity for employees, guests, and devices. Structured cabling installations support ten (10) times more network bandwidth than existing cabling. The structured cabling is designed to accommodate future technological advancements, making it easier to upgrade and expand the network as needed. $2,140,000 is funded by the E-Rate program. This represents an eighty percent (80%) discount off the cost of goods.

Financial Impact, Funding Source & Budget Status:
The additional spending authority request is $8,480,000 for a total financial impact to the District of $32,980,000. The financial impact for FY2027 is $8,480,000 and will be added to the FY2027 District Educational Facilities Plan.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	12/12/2020	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	$21,000,000	66
First Amendment/Name Change	7/23/2024	Yes	N/A	N/A	N/A
Additional Spending Authority	2/19/2025	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	$3,500,000	N/A
First & Second Amendment/Renewal – additional spending authority	2/10/2026	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	July 2026 – June 2027 $8,480,000	12
Total Agreement Amount				**$32,980,000**	**78**

FY2027 District Educational Facilities Plan:

DIVISION	PROJECT DESCRIPTONS	BUDGET AMOUNT
Facilities	Bethune ES New Admin Building, Markham ES New Admin Building, Coral Glades HS New Auditorium, Parkway MS New Building, Portable Removal Project	$2,040,000
ISD	Fiber Upgrades Middle Sites, Districtwide Switch Replacements, UPS Upgrades	$1,600,000
SSEP	Video Surveillance Projects, Intercom Projects, Vape Sensor Projects	$4,840,000
	TOTAL	**$8,480,000**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement:
Yes**.** Making this a multi-year agreement provides long-term cost savings by locking in competitive pricing and avoiding future market fluctuations. It also protects the District from potential increases due to tariffs or supply chain volatility. While prices for networking and UPS equipment have increased, the District will continue paying lower rates throughout the Agreement term.

Agreement Term: December 29, 2020, through June 30, 2026, with an option for two (2) additional one (1) year renewal periods; First Renewal Term: July 1, 2026, through June 30, 2027, Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
This Agreement was competitively solicited in accordance with Purchasing Policy 3800, and Florida Administrative Code 6A-1.012(7). In the submittal of responses to Requests for Proposals, the School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_FY21-188_StructuredCabling&EnterpriseNetworking(E-Rate).pdf

Impact on Schools:
This Agreement ensures schools have uninterrupted access to reliable network connectivity and critical technology resources, supporting instruction, safety systems, and daily operations.

If there is an impact on schools, how will schools be selected/prioritized:
Aging infrastructure and campuses with higher connectivity demands will be prioritized first to ensure equitable access to technology resources.

Stakeholder Engagement/End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The network equipment and UPS units associated with this Agreement have an expected lifecycle of approximately five (5) to eight (8) years. Structured cabling typically has a longer lifespan of ten (10) through fifteen (15) years and is generally replaced only during major renovations or when increased bandwidth requirements necessitate upgrades.

Additional Backup:
Not applicable

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 5, 2025
Previous Bid # (Ex: 10-004R):	FY21-188	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$32,980,000	**Bid Title:**	Structured Cabling & Enterprise Networking (E-rate)
Previous Award Total:	$24,500,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/29/2020	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	60

SPEND REPORTING	
Purchase Order(s) Spend:	$24,237,987
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$24,237,987**
Average Monthly Expenditure:	$403,966
Unused Authorized Spending:	**$262,013**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
122452-UNIVERSAL CABLING SYSTEMS INC		$ 12,877,205
120451-UNITED DATA TECHNOLOGIES INC		$ 10,814,422
146385-ONENET GLOBAL		$ 295,360
102915-JDL TECHNOLOGIES INC		$ 251,000
	PO VENDOR SPEND:	**$ 24,237,987**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 24,237,987**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Jason Greenberg
Fund	3000	**Title**	Director
Functional Area	7400000000000000	**Department/School Name**	Infrastructure Services
Commitment Item	56480000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/12/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNITED DATA TECHNOLOGIES, INC.
d/b/a UDT
(hereinafter "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
2900 Monarch Lakes Blvd., Miramar, Florida 33027

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year period, from July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	The RFP; then
Fourth:	Addenda No. 1; then
Fifth:	VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by United Data Technologies Inc., d/b/a UDT, signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.18 11:48:28 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



(CorporateSeal)

Gerard Amaro
Gerard Amaro (Dec 17, 2025 16:24:46 EST)

Corporate Secretary Signature

-OR-

Witness Signature

Print Name

Witness Signature

Print Name

FOR VENDOR:

UNITED DATA TECHNOLOGIES, INC.,
d/b/a UDT

Signature: Fernando Fernandez
Fernando Fernandez (Dec 17, 2025 16:39:28 EST)

Print Name: Fernando Fernandez

Title: Chief Financial Officer

Date: Dec 17, 2025

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL
(RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and **title clearly typed** or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

EXHIBIT A

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 **QUESTIONS AND INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 **PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term.** E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

EXHIBIT 1

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

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4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

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from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:

- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

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pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission
Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

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	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

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SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

EXHIBIT 1

Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

EXHIBIT 1

SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

EXHIBIT 1

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

EXHIBIT 1

SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

EXHIBIT

7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

EXHIBIT

7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 **GROUP 1 – STRUCTURED CABLING:** The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. **GROUP 2 – ENTERPRISE NETWORK:** The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

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8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

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b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

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http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

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must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

General Requirements for Access Points

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches
The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

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(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

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- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

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cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

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ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #32a:** Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- **QUESTION #32b:** Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- **QUESTION #33:** Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- **QUESTION #34:** Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- **QUESTION #35:** Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- **QUESTION #36:** Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- **QUESTION #37:** Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- **QUESTION #38:** Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

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- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

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ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

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provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

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SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

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ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00475
Attachment _____

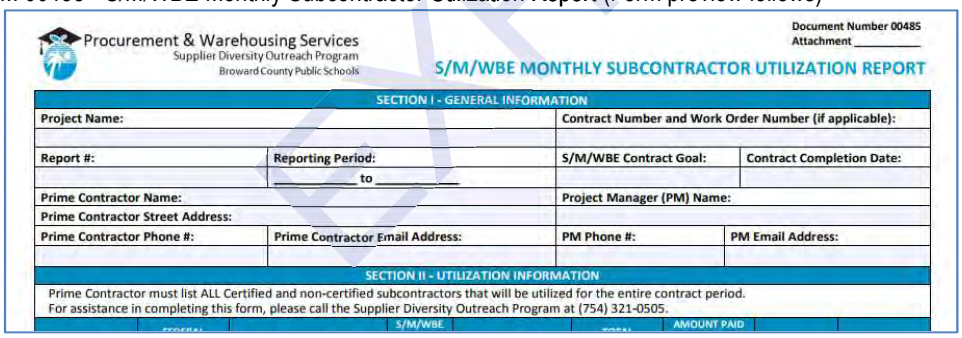
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00485
Attachment _____

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

		S/M/WBE		AMOUNT PAID	

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

EXHIBIT A

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

EXHIBIT 1

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

EXHIBIT 1

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. **The following is** a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)



GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

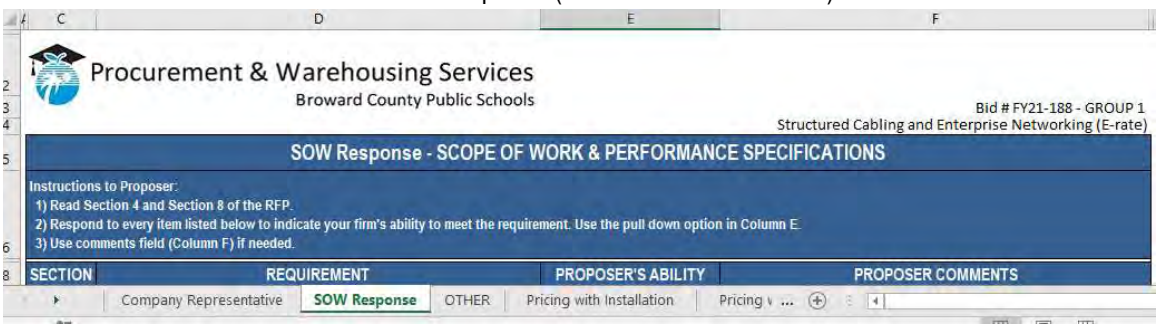
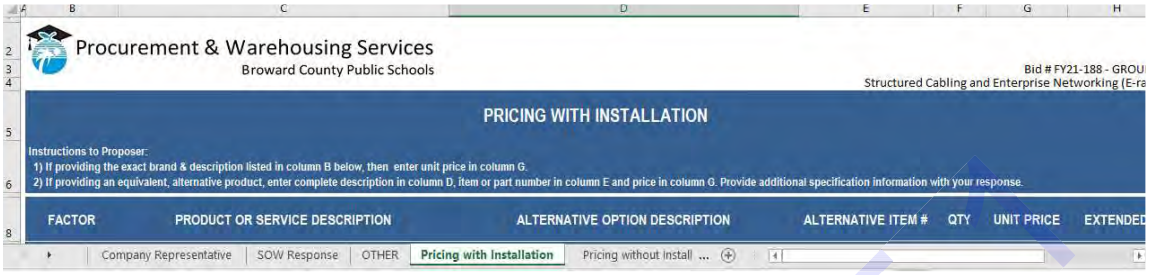


EXHIBIT 1

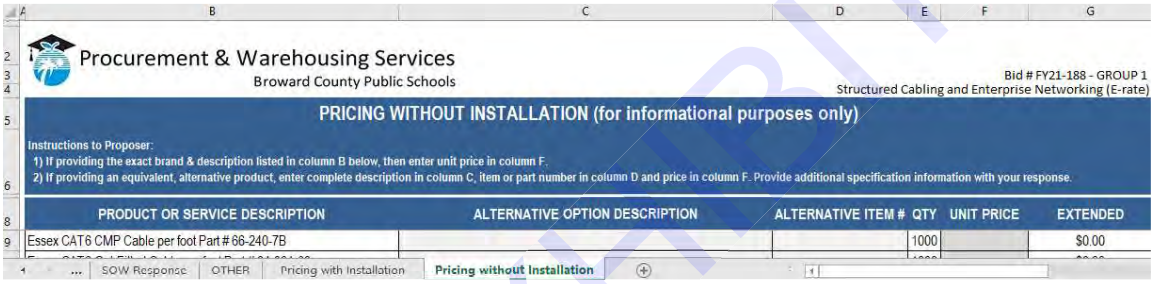
GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)



GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)



GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)



Group 2 Excel Spreadsheet contains 27 tabs:

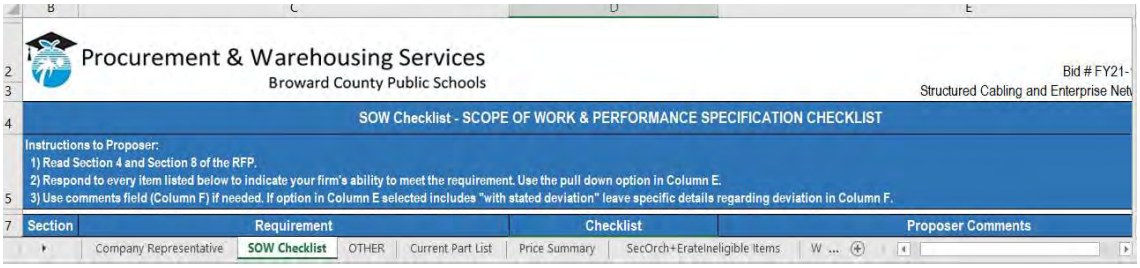
GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)



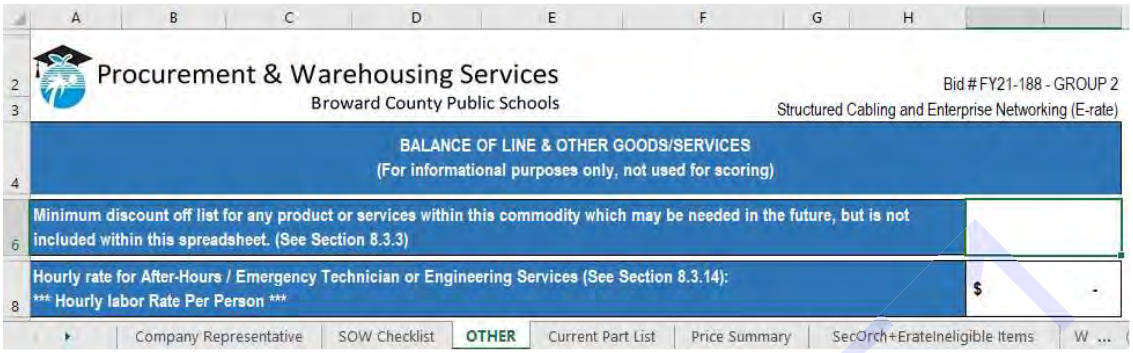
[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

EXHIBIT

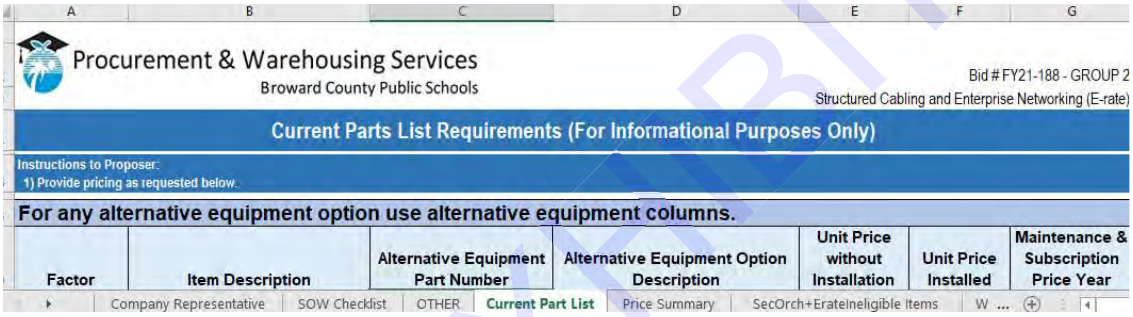
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



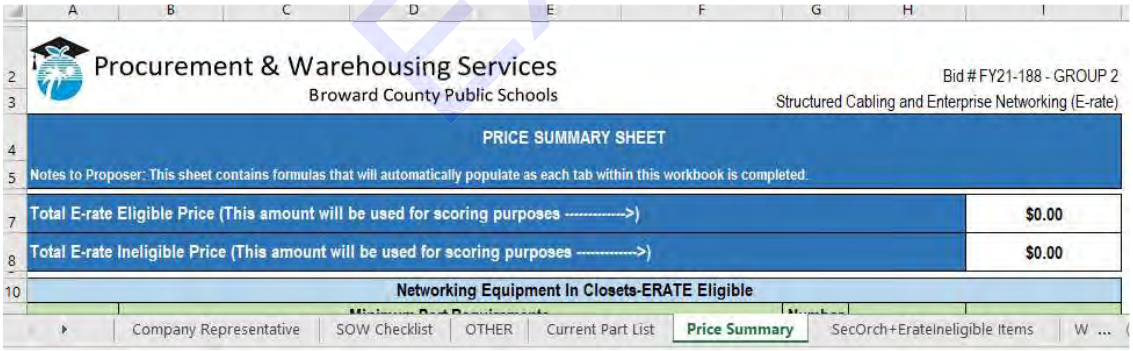
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



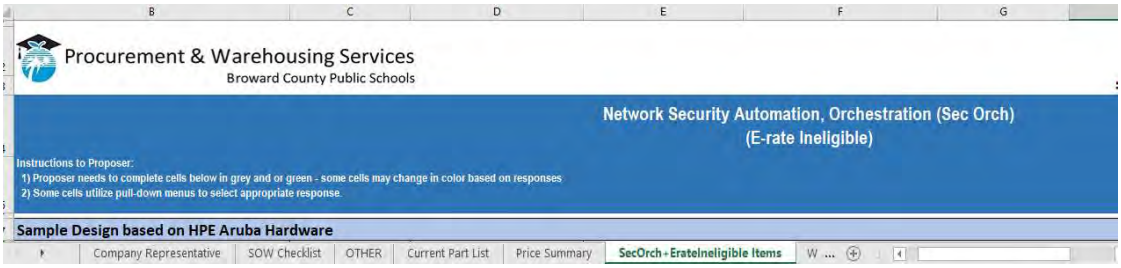
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

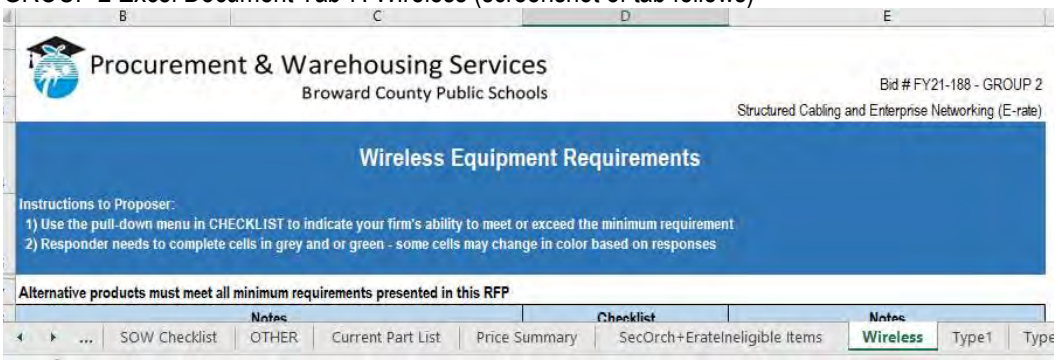


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)



EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

Wireless Equipment Requirements

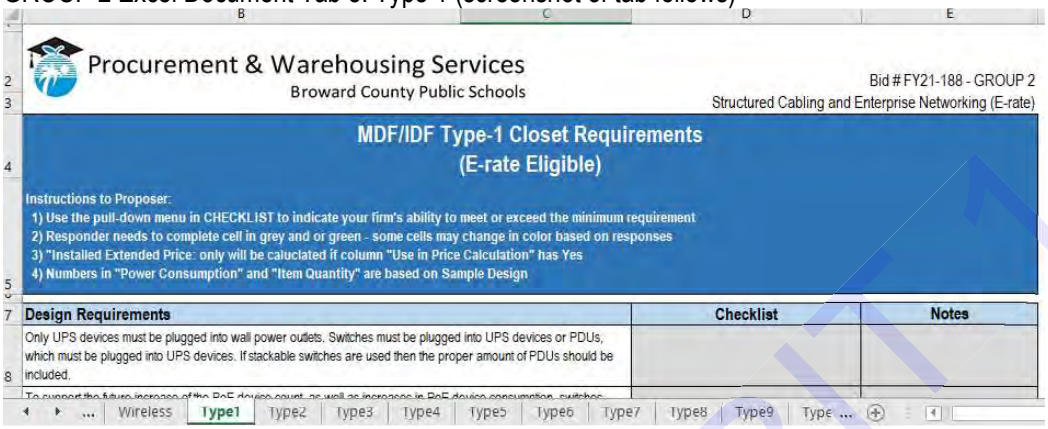
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cells in grey and or green - some cells may change in color based on responses

Alternative products must meet all minimum requirements presented in this RFP

Notes	Checklist	Notes

SOW Checklist | OTHER | Current Part List | Price Summary | SecOrch+EratelneligibleItems | Wireless | Type1 | Type

GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-1 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price: only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | Type9 | Type

GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

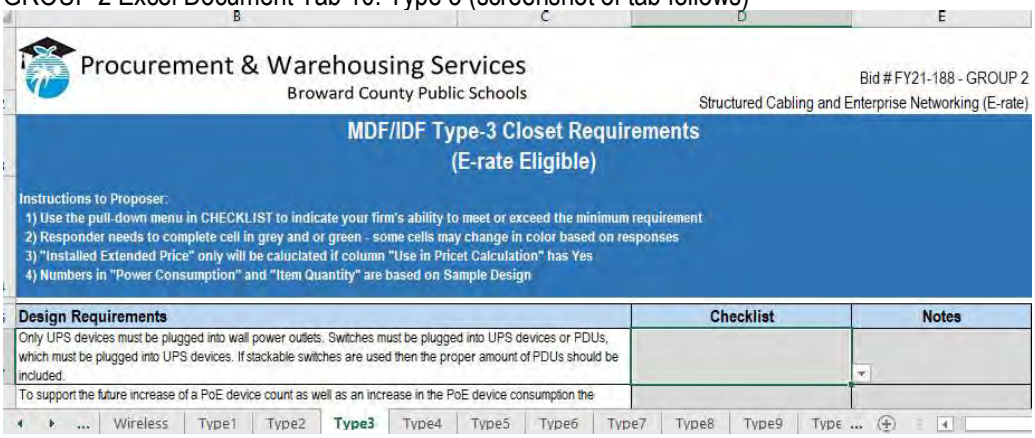
MDF/IDF Type-2 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | Type9 | Type

GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-3 Closet Requirements (E-rate Eligible)

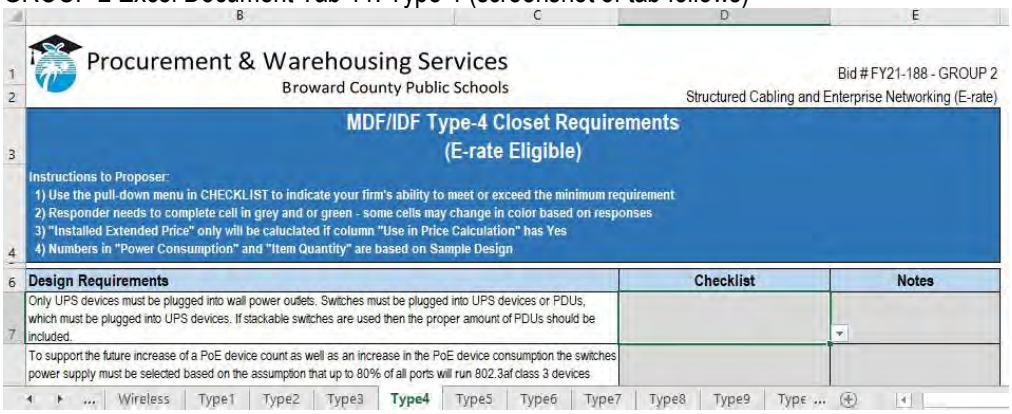
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Pricet Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | Type9 | Type

EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

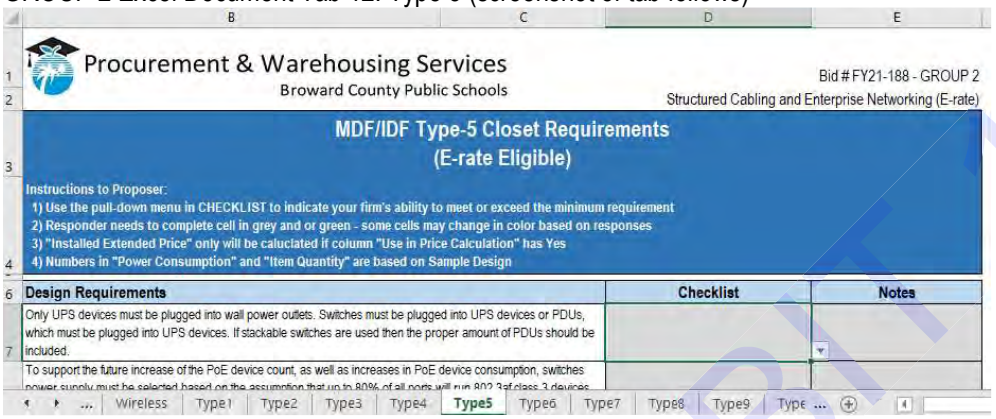
MDF/IDF Type-4 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | **Type4** | Type5 | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

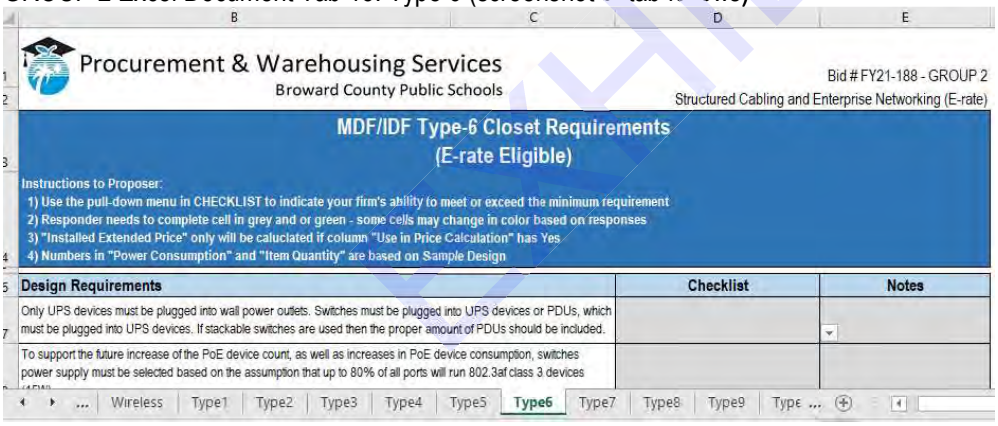
MDF/IDF Type-5 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | **Type5** | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

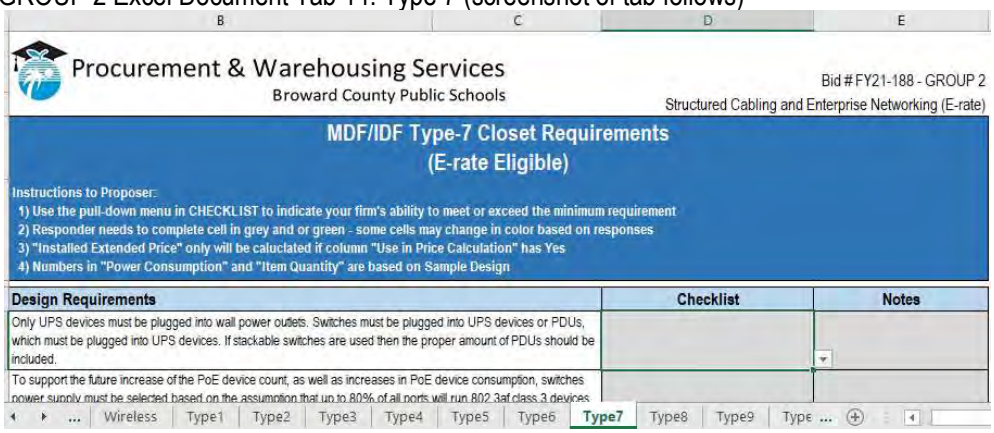
MDF/IDF Type-6 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | **Type6** | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements (E-rate Eligible)

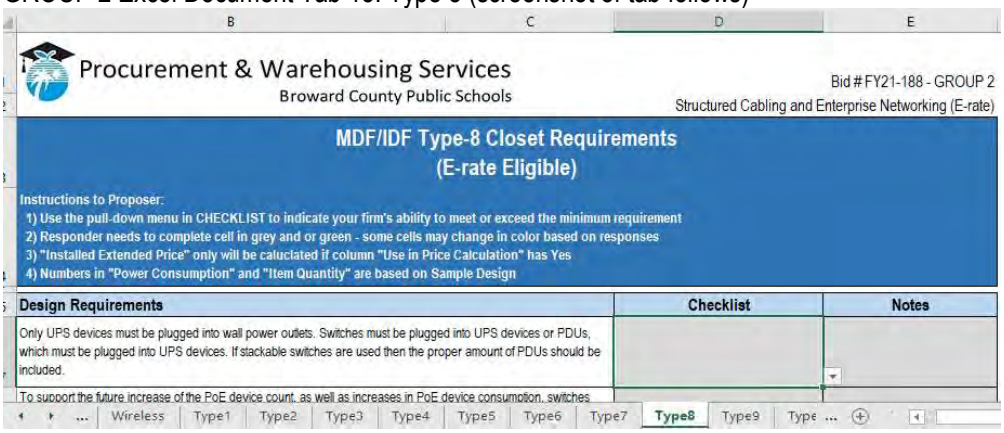
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | **Type7** | Type8 | Type9 | Type ...

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

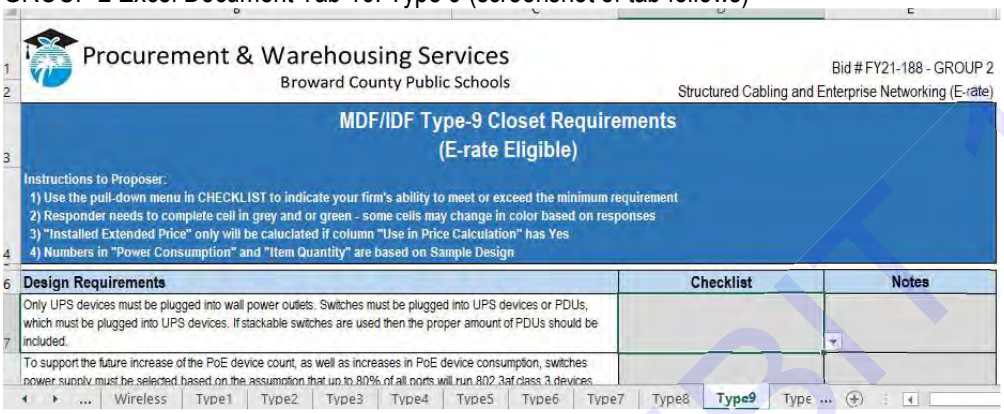
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

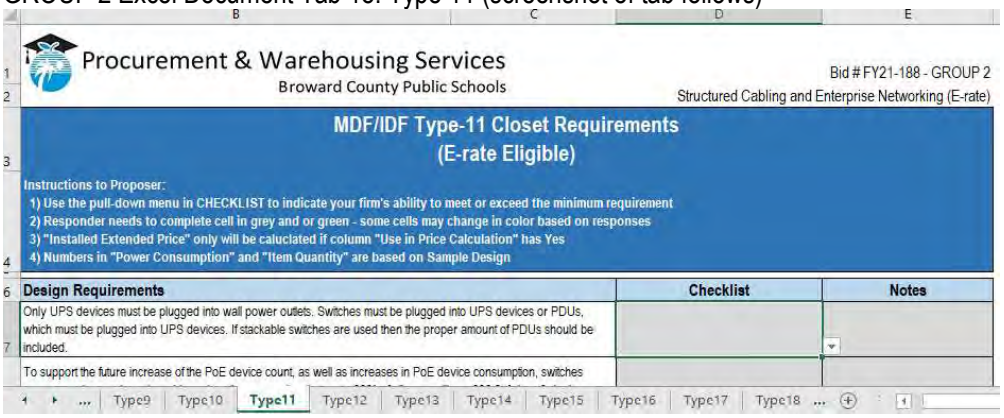
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

... Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

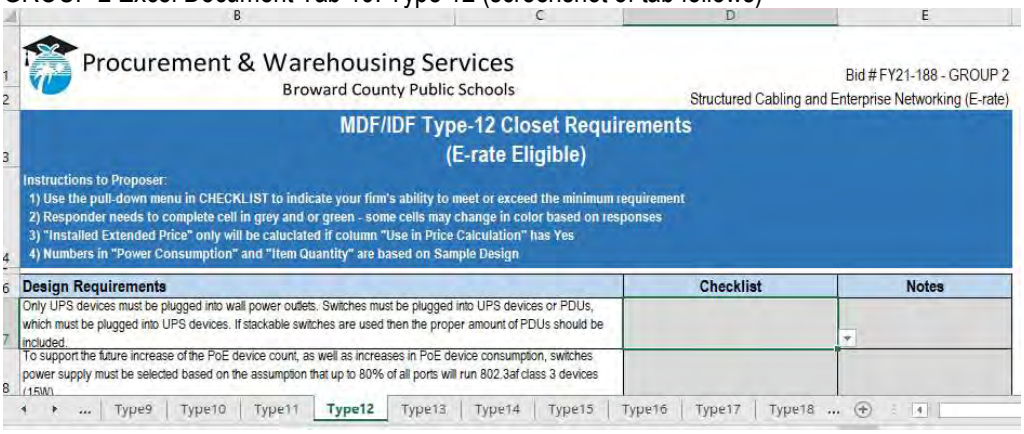
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

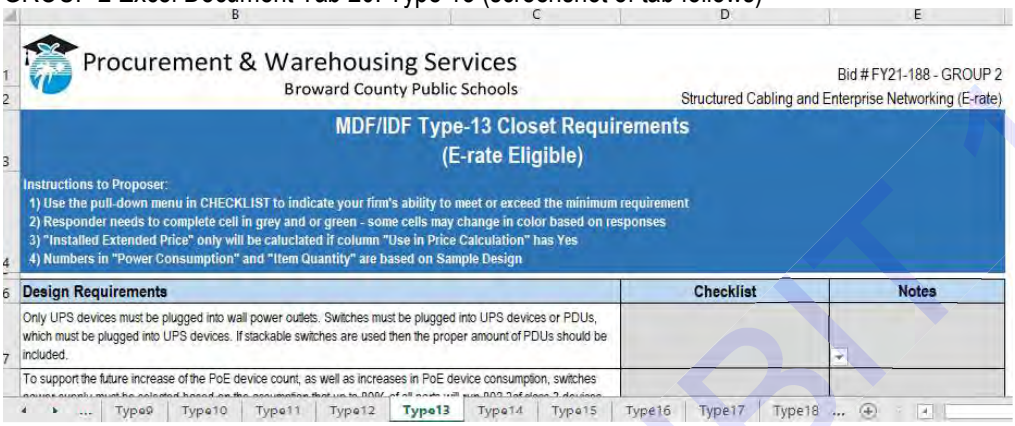
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

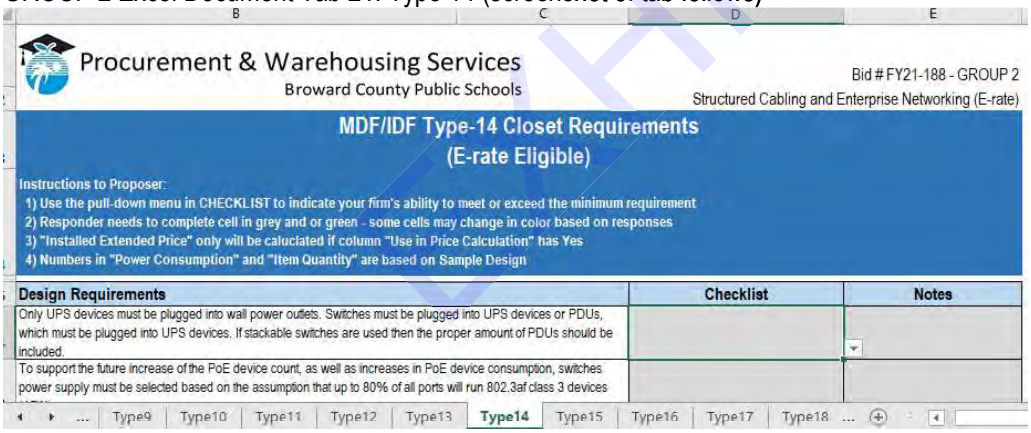
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

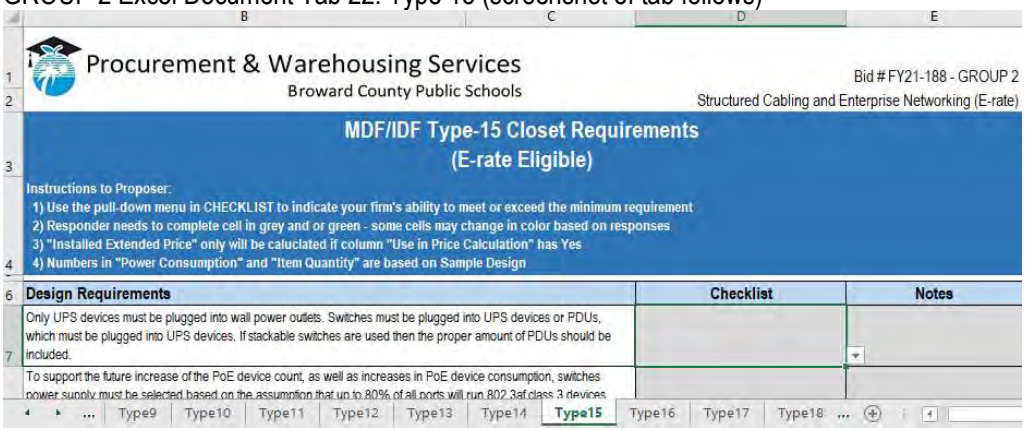
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

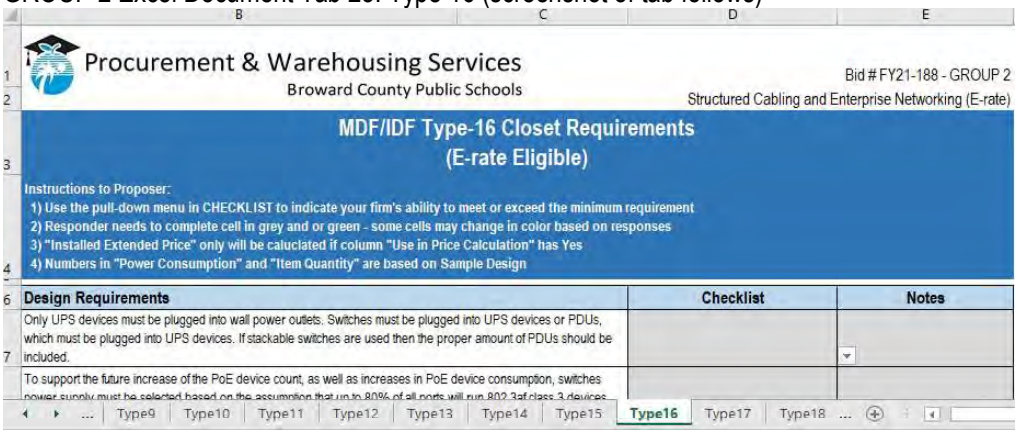
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

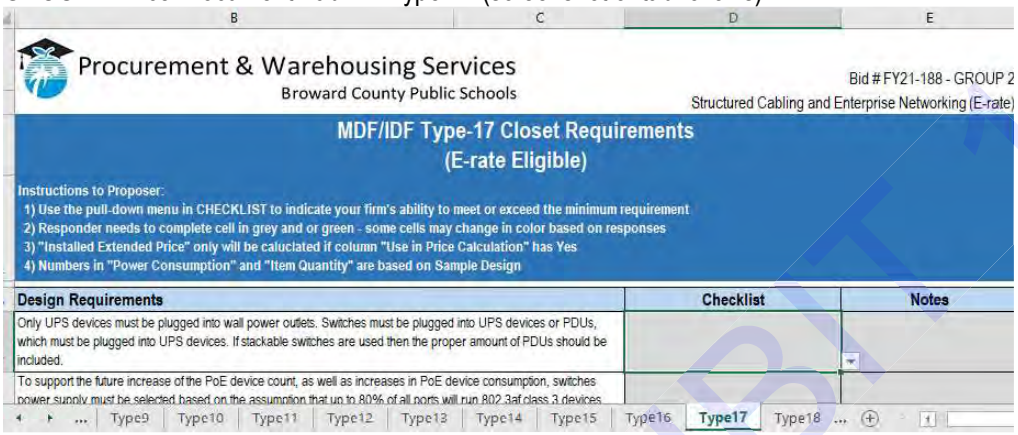
MDF/IDF Type-16 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-17 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

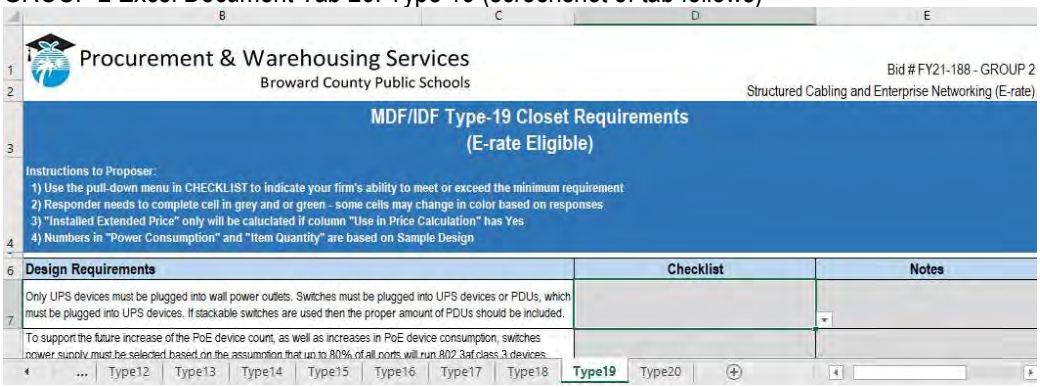
MDF/IDF Type-18 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

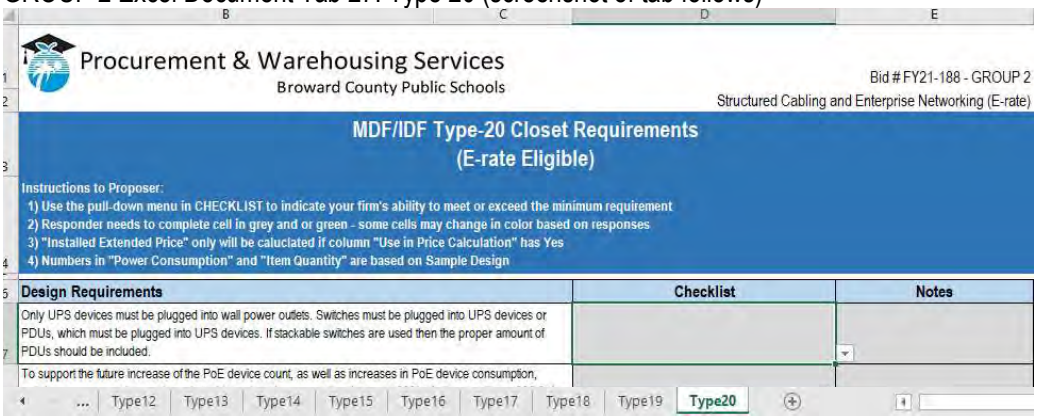
MDF/IDF Type-19 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | Type19 | Type20

EXHIBIT 1

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ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

EXHIBIT A

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:
The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

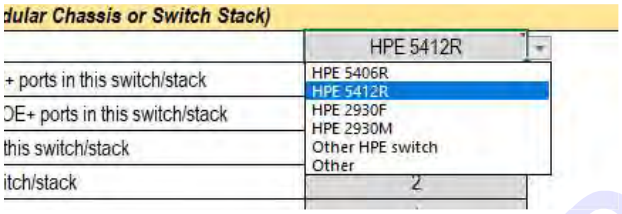
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of December, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNITED DATA TECHNOLOGIES, INC.
(hereinafter referred to as "UDT"),
whose principal place of business is
2900 Monarch Lakes Boulevard, Suite 300, Miramar, Florida 33027.

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both are incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, UDT submitted a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby UDT offered to provide products and services for Group 2, enterprise networking.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and UDT, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided**. UDT shall provide the goods and services in the scope of work, and abide by all prescribed obligations and responsibilities within the RFP.

2.03 **Cost**. The cost for products and services will be in accordance with the pricing tables attached hereto as Exhibit A and described below and will be ordered utilizing an SBBC Purchase Order.

(a) The hourly rate for assistance after-hours or assistance during an emergency from a Technician for item 8.3.14 of the RFP is Two Hundred Fifty Dollars ($250) per hour per person. The hourly rate for assistance by a Technician during regular business hours is One Hundred Seventy-five Dollars ($175) per hour per person.

(b) At its sole option, SBBC may request that UDT provide Network Security Automation and Orchestration described in Exhibit A and in Sections 8.5.10 and 8.5.11 of the RFP. If so requested, the annual cost for full-time staff augmentation resource(s) for year one (1) to implement the Network Security Automation and Orchestration will be Two Hundred Thousand Dollars ($200,000). The annual cost for full-time staff augmentation resource(s) beyond year one (1) will be One Hundred Sixty-five Thousand Dollars ($165,000).

(c) For any items not listed above or in Exhibit A, the off list minimum discount is 5% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. Proper and appropriate invoices will be issued by UDT with net thirty (30) day payment terms. SBBC shall pay UDT after services are performed or goods are delivered and accepted by SBBC.

(a) If Network Security Automation and Orchestration is requested by SBBC, a single purchase order for full-time staff augmentation resource(s) to support the Network Security Automation and Orchestration will be issued for the entire year, but will be paid monthly by SBBC. Invoices for these services will be issued monthly for 1/12 the annual cost specified in Section 2.03(b).

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by UDT in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should UDT come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal

and state laws. Likewise, no employee records shall be disclosed by SBBC to UDT. Should UDT come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

2.07 **UDT Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, UDT shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of UDT's Records by SBBC**. UDT shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All UDT's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of UDT directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall

have access to UDT's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UDT pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide UDT reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to UDT's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by UDT to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any UDT's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by UDT in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by UDT. If the audit discloses billings or charges to which UDT is not contractually entitled, UDT shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, UDT shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by UDT to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to UDT pursuant to this Agreement and such excluded costs shall become the liability of v.

(g) Inspector General Audits. UDT shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida

	600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To UDT:	Antolin Cossio, Vice President United Data Technologies 2900 Monarch Lakes Boulevard, Suite #300 Miramar, Florida 33027
With a Copy to:	Legal Team, UDT 2900 Monarch Lakes Boulevard, Suite #300 Miramar, Florida 33027

2.10 **Background Screening.** UDT shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UDT or its personnel providing any services under the conditions described in the previous sentence. UDT shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to UDT and its personnel. The parties agree that the failure of UDT to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. UDT agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UDT's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. UDT shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, UDT shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. UDT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if UDT does not transfer the public records to SBBC. Upon completion of the Agreement, UDT shall transfer, at no cost, to SBBC all public records in possession of UDT or keep and maintain public records required by SBBC to perform the services required under the Agreement. If UDT transfers all public records to SBBC upon completion of the Agreement, UDT shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If UDT keeps and maintains public records upon completion of the Agreement, UDT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By UDT: UDT agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by UDT, its agents, servants or employees; the equipment of UDT, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of UDT or the negligence of UDT's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by UDT, SBBC or otherwise.

2.13 **Insurance Requirements**. UDT shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. UDT shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. UDT shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. UDT shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. UDT shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by UDT to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit UDT to remedy any deficiencies. UDT must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. UDT is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, UDT represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, UDT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall UDT retaliate against any person for reporting instances of such discrimination. UDT shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. UDT understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by the parties during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: UDT Agreement
Date: 2020.12.03 19:04:33 -05'00'

_____
Office of the General Counsel

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UDT:

(Corporate Seal)

ATTEST:

UNITED DATA TECHNOLOGIES, INC.

By _____
Signature

_____, Secretary

Printed Name: Gerard Amaro

Title: President

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd Dec. 2020 (*date*) by Gerard Amaro (*name of officer or agent, title of officer or agent*) of United Data Technologies, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline if applicable*) or has produced n/a (*type of identification*) as identification and who ☐ did/ ☑ did not first take an oath this 3rd day of December, 2020.

My Commission Expires: Enter expiration date
March 9, 2021

(SEAL)

IVETTE PENA
MY COMMISSION # GG081356
EXPIRES March 09, 2021

_____
Signature – Notary Public

Ivette Pena
Printed Name of Notary

GG081356
Notary's Commission No.

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$868.64
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$325.33
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$428.47
Indoor Wi-Fi User Experience Sensor	$659.69
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
14JZ399AAE Aruba ClearPass Cx000V VM-Based Appliance E-LTU 14H9WY9E Aruba 5-yr Foundation Care 24x7 Education ClearPass Cx000V VM Appl E-LTU Service 5JZ408AAE Aruba ClearPass New Licensing Access 100K Concurrent Endpoints E-LTU 5H9WL9E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 100K CE E-LTU Service 1JZ406AAE Aruba ClearPass New Licensing Access 25K Concurrent Endpoints E-LTU 1HT9J7E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 25K CE E-LTU Service 1JZ404AAE Aruba ClearPass New Licensing Access 5K Concurrent Endpoints E-LTU 1HA0G0E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 5K CE E-LTU Service *Pricing is contingent upon SBBC purchasing installation services at the prices provided in Section 2.03(b)	$1,224,822.18*
Flow Collection Software: 1R0Z91AAE Aruba ClearPass Device Insight New License for 50000 Devices for 5-yr E-STU 5R0Z92AAE Aruba ClearPass Device Insight New License for 100K Devices for 5-yr E-STU For CPDI *Pricing is contingent upon SBBC purchasing installation services at the prices provided in Section 2.03(b)	$1,738,044.00*
Closet Bundle Goods	**Unit Price**
Liebert PSI5 Model PSI5-1500RT120N Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,044.45
Liebert PSI5 Model PSI5-2200RT120N Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$645.29
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,658.16
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,204.55
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,447.19
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,897.43
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

EXHIBIT 2

Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,111.71
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$18,518.93
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,435.00
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,281.46
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,154.41

Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,461.53
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,204.55
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,591.49
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,908.23

Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,897.43
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,704.16
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,334.51
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,111.71
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,379.82
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,226.97
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,591.49
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,696.09

Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,154.41
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$8,165.21
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,493.94
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,134.13
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,990.19

Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$4,528.52
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,479.94
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,499.82
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,953.06
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,004.23

Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,550.94
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,151.06
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,407.89
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$707.25
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$830.10
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,551.45
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,319.93
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,220.70
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,353.00
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$1,617.60
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,279.10
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$158.35
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$158.71
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$158.39
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$189.03
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$188.95
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$95.98
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$96.59
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$129.58
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$549.16
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$549.50

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Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$549.53
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$641.19
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$642.32
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$641.28
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$763.43
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$966.31
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$968.00
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$971.23
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$474.87
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,062.85
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$793.98
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$243.91
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF JL231A	$1,121.48
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF JL258A	$559.20
HP Aruba 2930F 8G PoE+ 2SFP+ Part# J9827A	$856.88
C2G 7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Black) 27152	$32.53
C2G 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Blue) 27143	$33.13
C2G 15ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 22015	$35.20
C2G 25ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27145	$35.83
C2G 50ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27146	$39.41
C2G 75ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 31361	$43.45
C2G 100ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27147	$47.36
C2G 150ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27149	$59.90
C2G 200ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43122	$90.58
C2G 300ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43124	$116.56
C2G 1m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33045	$41.66
C2G 2m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33046	$42.30
C2G 3m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33047	$42.66
C2G 5m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33048	$44.11
C2G 10m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33050	$49.82
C2G 15m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1117	$57.18
C2G 25m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1120	$68.60
Tripp Lite 35M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-35M	$71.66
C2G 50m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1122	$85.11
AddOn 75m LC (Male) to LC (Male) Straight Aqua OM4 Fiber Plenum Patch Cable ADD-LC-LC-75M5OM4P	$114.83
Tripp Lite 100M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-100M	$148.77

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C2G 3m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33053	$43.97
C2G 5m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33054	$44.60
C2G 10m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33056	$51.37
C2G 3m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36123	$48.83
C2G 5m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36125	$53.68
C2G 10m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36130	$60.77
Aruba Wireless Controller 7720	$5,219.91
HPE 5400R Zl2 Management Module Part# J9827A	$856.87

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$868.64
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$325.33
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$428.47
Indoor Wi-Fi User Experience Sensor	$593.49
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
14JZ399AAE Aruba ClearPass Cx000V VM-Based Appliance E-LTU 14H9WY9E Aruba 5-yr Foundation Care 24x7 Education ClearPass Cx000V VM Appl E-LTU Service 5JZ408AAE Aruba ClearPass New Licensing Access 100K Concurrent Endpoints E-LTU 5H9WL9E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 100K CE E-LTU Service 1JZ406AAE Aruba ClearPass New Licensing Access 25K Concurrent Endpoints E-LTU 1HT9J7E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 25K CE E-LTU Service 1JZ404AAE Aruba ClearPass New Licensing Access 5K Concurrent Endpoints E-LTU 1HA0G0E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 5K CE E-LTU Service	$1,224,822.18
Flow Collection Software: 1R0Z91AAE Aruba ClearPass Device Insight New License for 50000 Devices for 5-yr E-STU 5R0Z92AAE Aruba ClearPass Device Insight New License for 100K Devices for 5-yr E-STU For CPDI	$1,738,044.00
Closet Bundle Goods	**Unit Price**
Liebert PSI5 Model PSI5-1500RT120N Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$970.70
Liebert PSI5 Model PSI5-2200RT120N Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$590.29
PDU with 8 5-15R connections	
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,580.41

EXHIBIT 2

Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,126.80
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,369.44
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,819.68
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24

EXHIBIT 2

Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,033.96
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$18,441.18
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,357.25
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,203.71

Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,076.66
Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,383.78
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,126.80
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,513.74
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24

Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module	$7,830.48
Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,819.68
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,626.41
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,256.76

Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5.033.96
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,302.07
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,149.22
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,513.74

Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,618.34
Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,076.66
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$8,087.46
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,416.19
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,056.38

Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,912.44
Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$4,450.77
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,406.19
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,422.07
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,875.31

Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,926.48
Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,473.19
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,092.06
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,348.89
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$648.25

Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$800.10
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,521.45
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,289.93
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,190.70
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,323.00
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$1,587.60
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,249.10
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$128.35
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$128.71
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$128.39
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$159.03
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$158.95
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$65.98

EXHIBIT 2

Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$66.59
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$99.58
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$519.16
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$519.50
Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$519.53
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$611.19
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$612.32
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$611.28
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$733.43
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$936.31
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$938
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$941.23
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$444.87
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,032.85
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$763.98
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$213.91
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF JL231A	$1,091.48
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF JL258A	$529.20
HP Aruba 2930F 8G PoE+ 2SFP+ Part# J9827A	$826.88
C2G 7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Black) 27152	$2.53
C2G 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Blue) 27143	$3.13
C2G 15ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 22015	$5.20
C2G 25ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27145	$5.83
C2G 50ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27146	$9.41
C2G 75ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 31361	$13.45
C2G 100ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27147	$17.36
C2G 150ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27149	$29.90
C2G 200ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43122	$60.58
C2G 300ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43124	$86.56
C2G 1m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33045	$11.66
C2G 2m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33046	$12.30
C2G 3m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33047	$12.66
C2G 5m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33048	$14.11
C2G 10m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33050	$19.82
C2G 15m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1117	$27.18
C2G 25m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1120	$38.60

EXHIBIT 2

Tripp Lite 35M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-35M	$41.66
C2G 50m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1122	$55.11
AddOn 75m LC (Male) to LC (Male) Straight Aqua OM4 Fiber Plenum Patch Cable ADD-LC-LC-75M5OM4P	$84.83
Tripp Lite 100M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-100M	$118.77
C2G 3m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33053	$13.97
C2G 5m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33054	$14.60
C2G 10m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33056	$21.37
C2G 3m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36123	$18.83
C2G 5m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36125	$23.68
C2G 10m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36130	$30.77
Aruba Wireless Controller 7720	$5,189.91
HPE 5400R Zl2 Management Module Part# J9827A	$826.87

Miscellaneous	**Unit Price**
HPE Aruba User Experience Insight Sensor (Separate Item) R3R67A; R4W99AAE; R3T84A	$489.59
Aruba User Experience Insight Sensor Subscription 5 Yr (Support/Subscription) HL2Y2E	$103.91
Network switch Management module (Separate Item) J9827A	$826.88
UPS Network Module (Separate Item) Included, and covered under warranty	Included
Network Switch Management Module (Support/Subscription) Included, and covered under warranty	Included
UPS Network Module (Support/Subscription) Included, and covered under warranty	Included
740W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
370W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
125W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
740W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
370W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
125W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
2750W PoE+ zl2 POWER Supply (Separate Item) J9830B	$1,165.71
2750W PoE+ zl2 POWER Supply (Support/Subscription) covered with Lifetime warranty	N/A
1100W PoE+ POWER Supply (Separate Item) J9829A	$550.83
1100W PoE+ POWER Supply (Support/Subscription) covered with Lifetime warranty	N/A
UPS Extended warranty p /year (Support/Subscription)	N/A
UPS Extended warranty 2 years (Support/Subscription) 3WEPSI5-2200	$89.94

EXHIBIT 2

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: United Data Technologies, Inc.

Event Name: FY21-188-Structure Cabling & Enterprise Networking (E-rate) Date/ Time: 12/11/2025

Vendor FEIN: 65-0566138

Vendor's Authorized Representative Name and Title: Jesus Pena, EVP

Address: 2900 Monarch Lakes Blvd., Suite 300, Miramar, FL 33027

City: Miramar State: FL Zip Code: 33027

Phone Number: 954-308-5100 Email Address: legalsupport@udtonline

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Jesus Pena

AUTHORIZED SIGNATURE

Print Name and Title: Jesus Pena, EVP Date: Dec 11, 2025

EXHIBIT B

SBBC updated 7-28-29

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNIVERSAL CABLING SYSTEMS, INC.
(hereinafter "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
914 Fern Street, West Palm Beach, Florida 33401

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year period, from July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	The RFP; then
Fourth:	Addenda No. 1; then
Fifth:	VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by Universal Cabling Systems, Inc., signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.12 12:28:43 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

UNIVERSAL CABLING SYSTEMS, INC.

Signature: _____

Corporate Secretary Signature

Print Name: Ronald Dubeau

Title: President

-OR-

Date: 12/12/25

Witness Signature

Ryan VanSon
Print Name

Witness Signature

Krista Olson
Print Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL
(RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and **title clearly typed** or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

EXHIBIT A

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 INTRODUCTION: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 QUESTIONS AND INTERPRETATIONS: Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 CONTRACT TERM: The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 SUBMITTAL OF PROPOSAL: Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

EXHIBIT 1

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

EXHIBIT 1

4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

EXHIBIT T

from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:
- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission
Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

EXHIBIT 1

	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

EXHIBIT 1

SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

EXHIBIT 1

Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

Exhibit 1

5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

EXHIBIT 1

SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

EXHIBIT 1

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

EXHIBIT 1

SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

EXHIBIT 1

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

EXHIBIT

7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

EXHIBIT

7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 **GROUP 1 – STRUCTURED CABLING:** The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. **GROUP 2 – ENTERPRISE NETWORK:** The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

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8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

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b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

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http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

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must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

General Requirements for Access Points

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches

The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

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(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

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- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

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cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

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ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #32a:** Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- **QUESTION #32b:** Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- **QUESTION #33:** Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- **QUESTION #34:** Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- **QUESTION #35:** Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- **QUESTION #36:** Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- **QUESTION #37:** Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- **QUESTION #38:** Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

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- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

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ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

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provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

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SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

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ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00475
Attachment _____

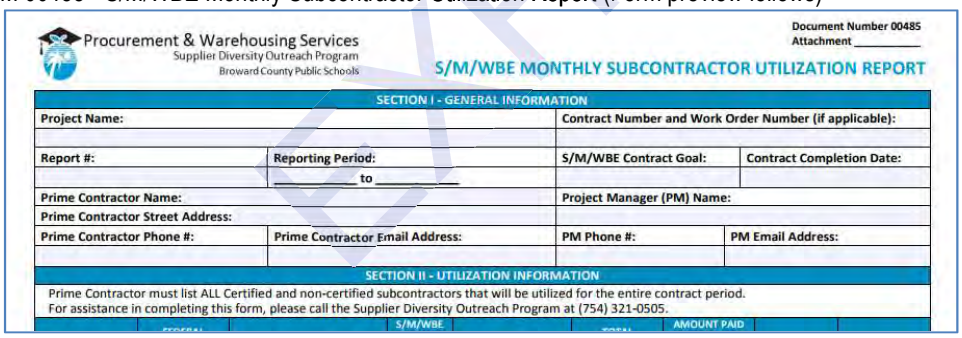
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00485
Attachment _____

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

		S/M/WBE		AMOUNT PAID	

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

EXHIBIT A

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

EXHIBIT 1

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

EXHIBIT 1

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. **The following is** a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)



GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

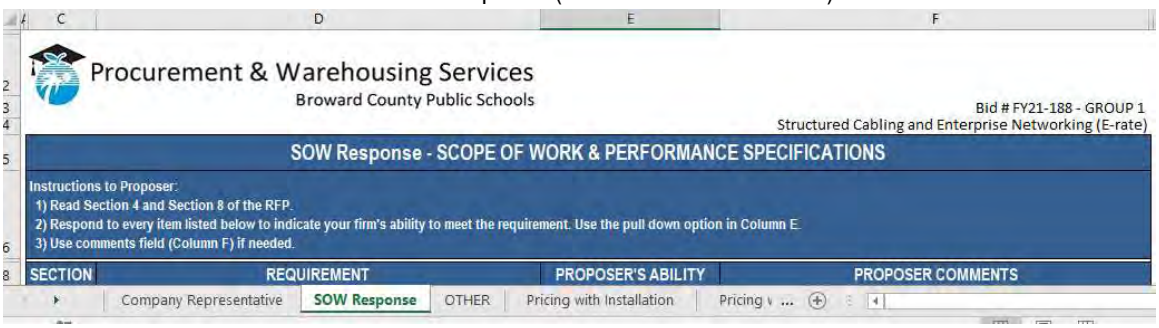
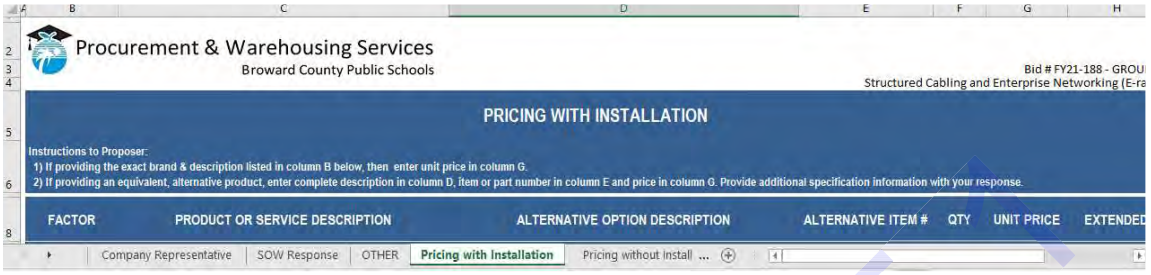


EXHIBIT 1

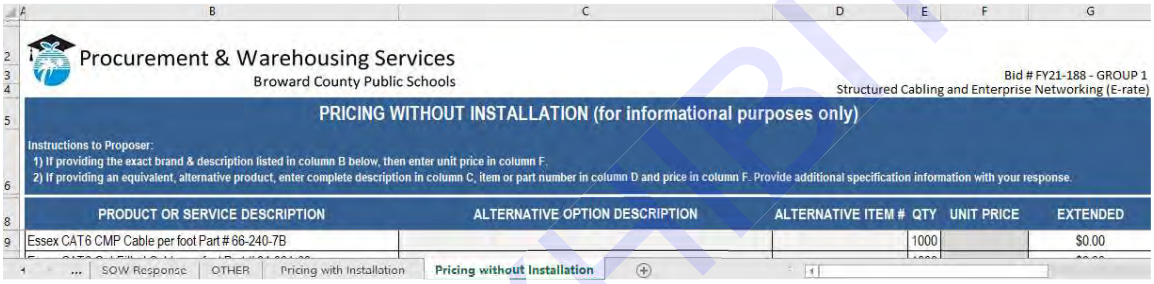
GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)



GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)



GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)



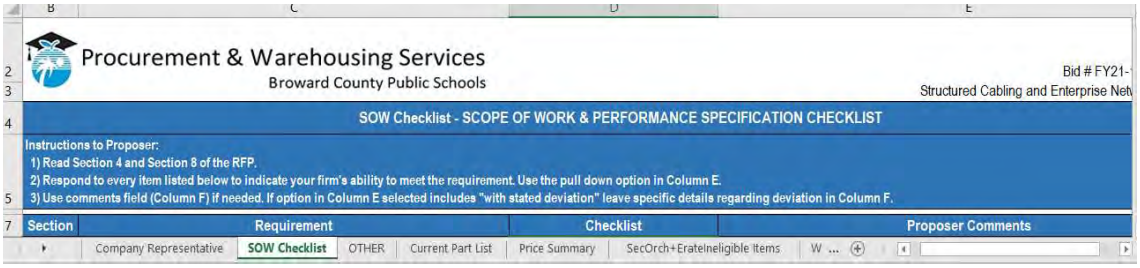
Group 2 Excel Spreadsheet contains 27 tabs:

GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

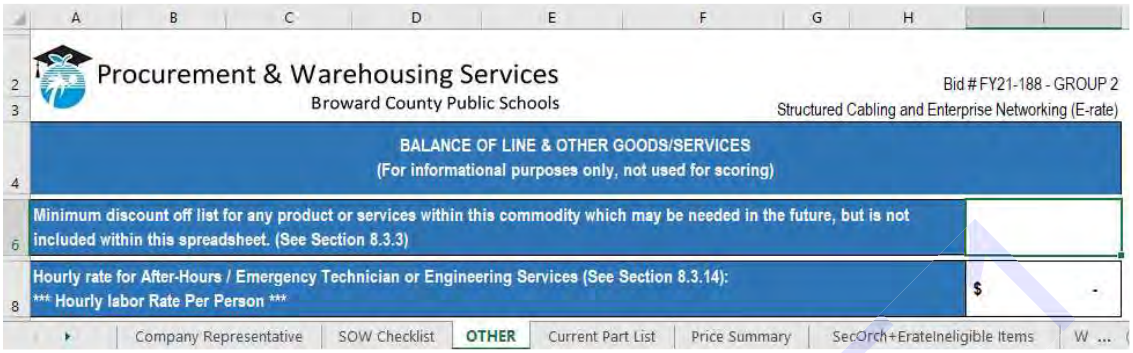


[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

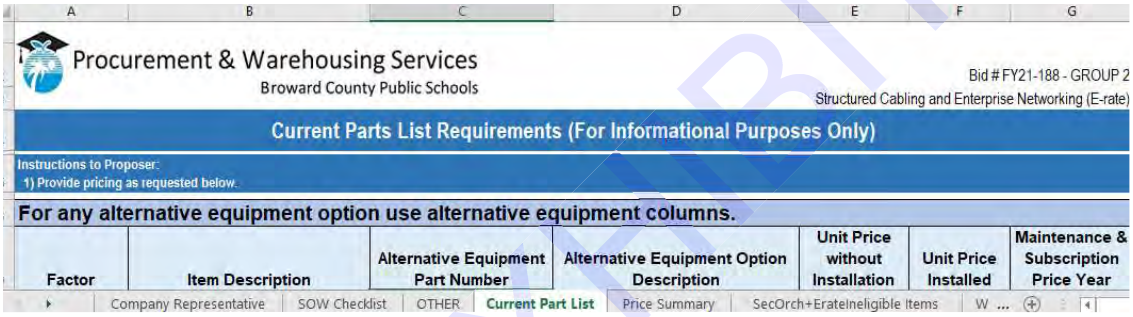
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



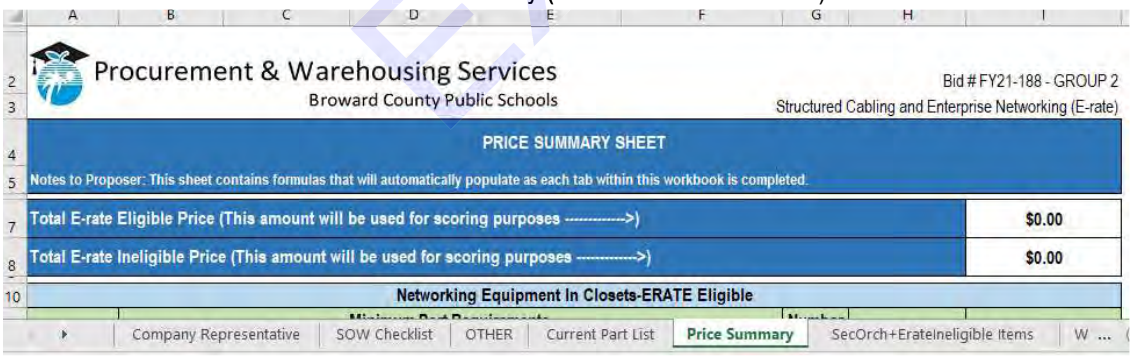
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



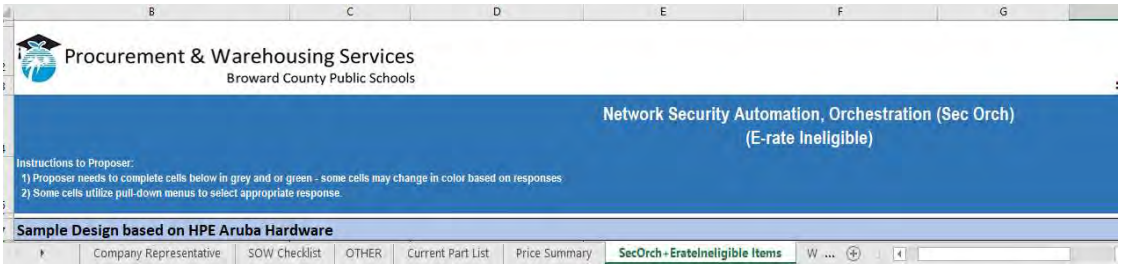
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

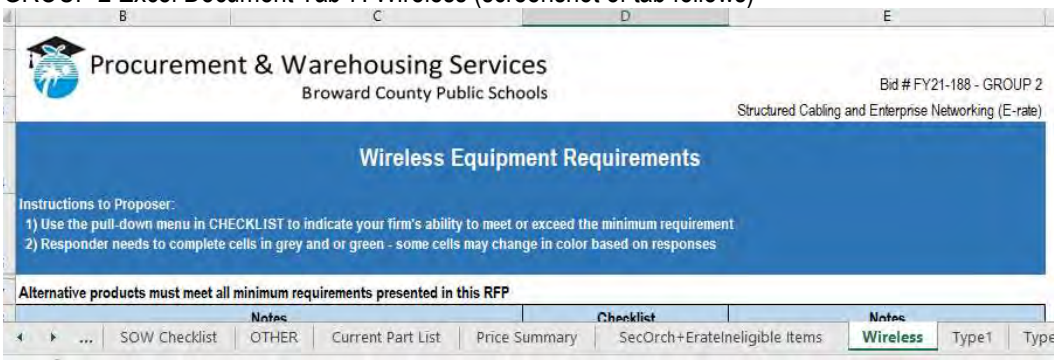


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)

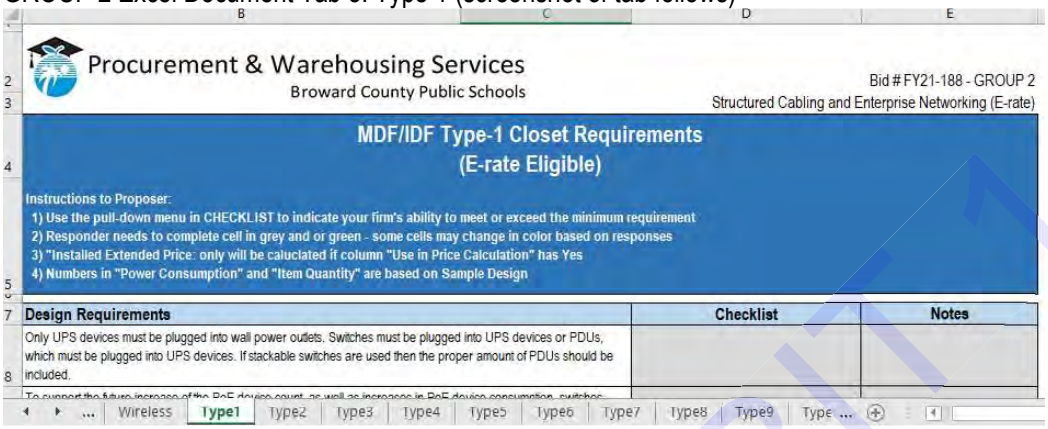


EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)



GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)

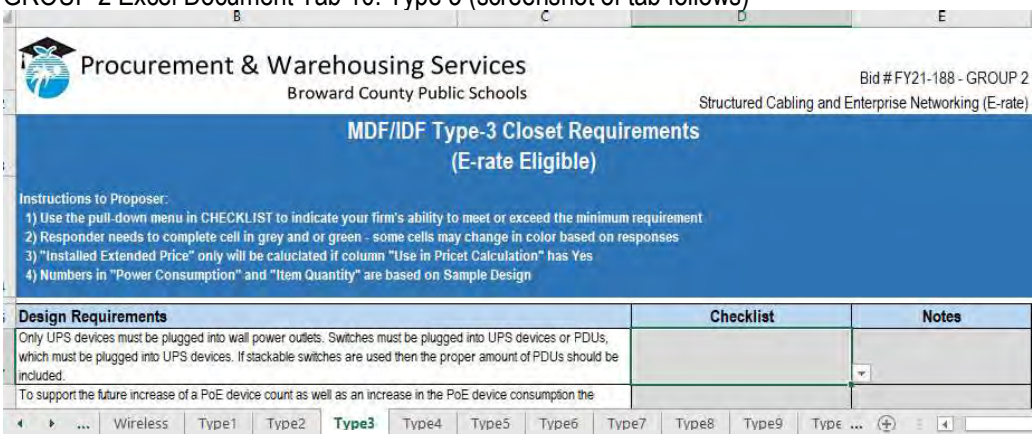
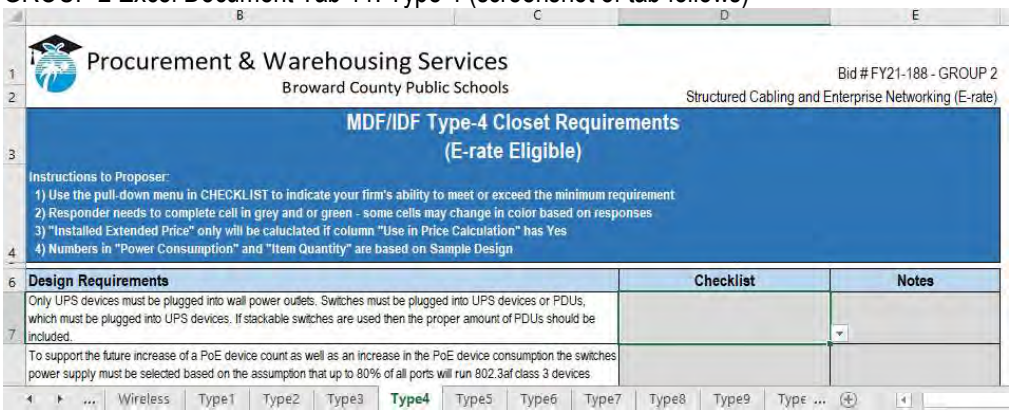


EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

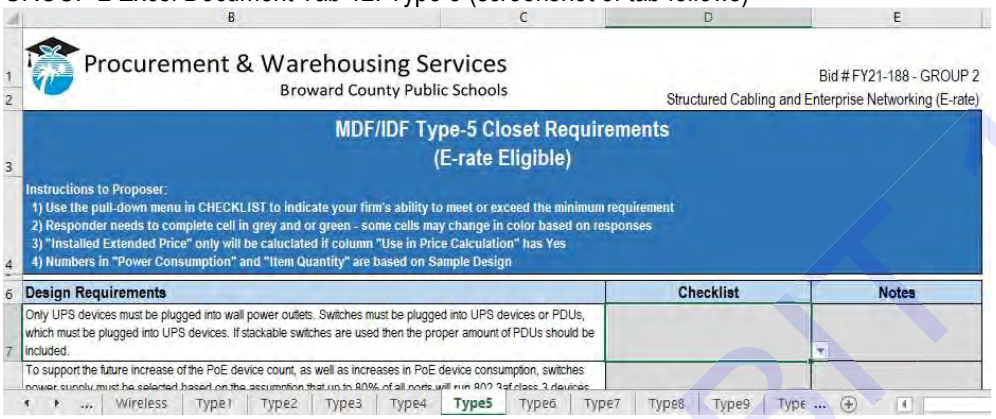
MDF/IDF Type-4 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 **Type4** Type5 Type6 Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

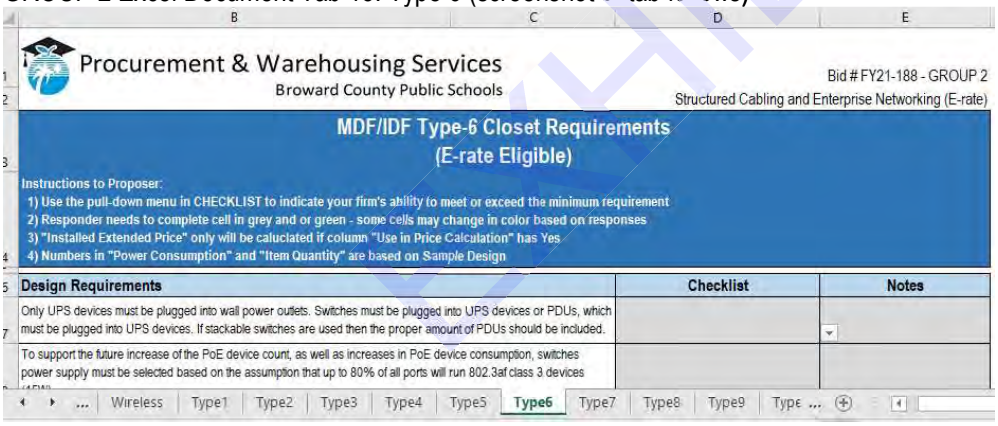
MDF/IDF Type-5 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 **Type5** Type6 Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

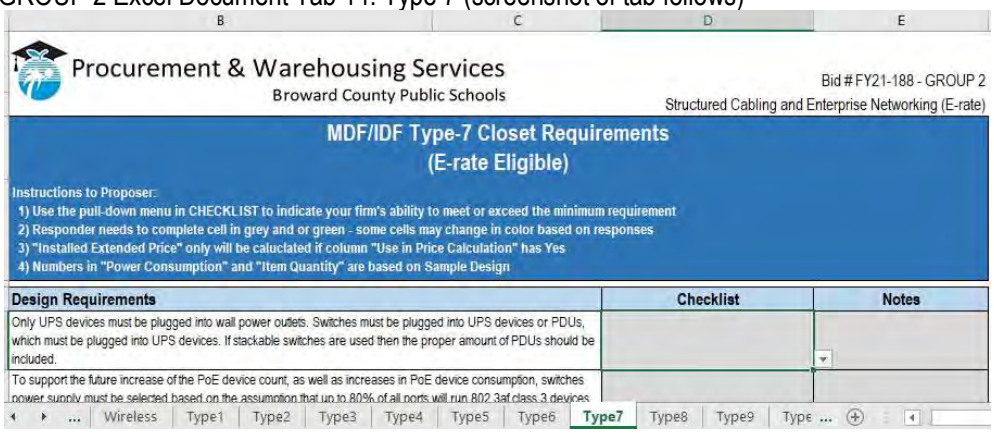
MDF/IDF Type-6 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 Type5 **Type6** Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements (E-rate Eligible)

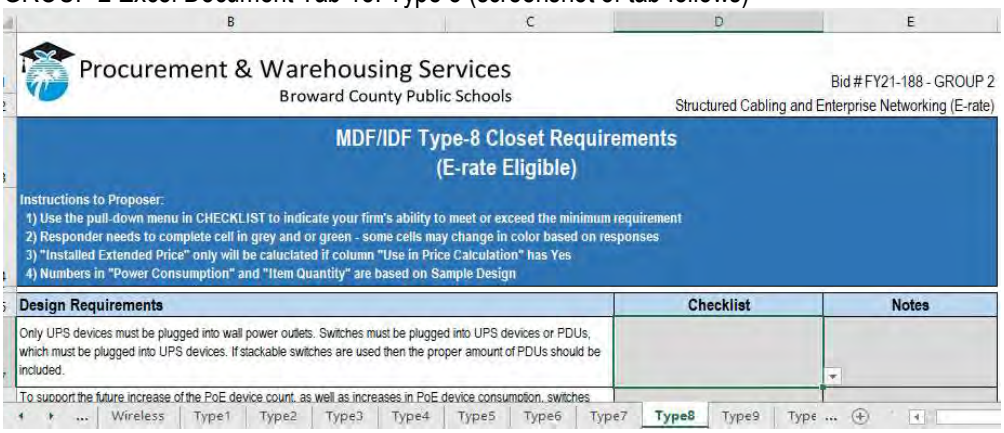
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 Type5 Type6 **Type7** Type8 Type9 Type ...

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

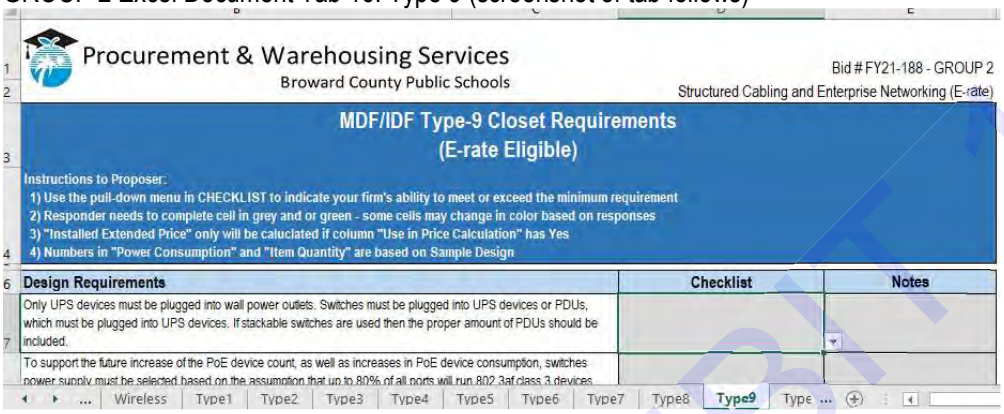
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

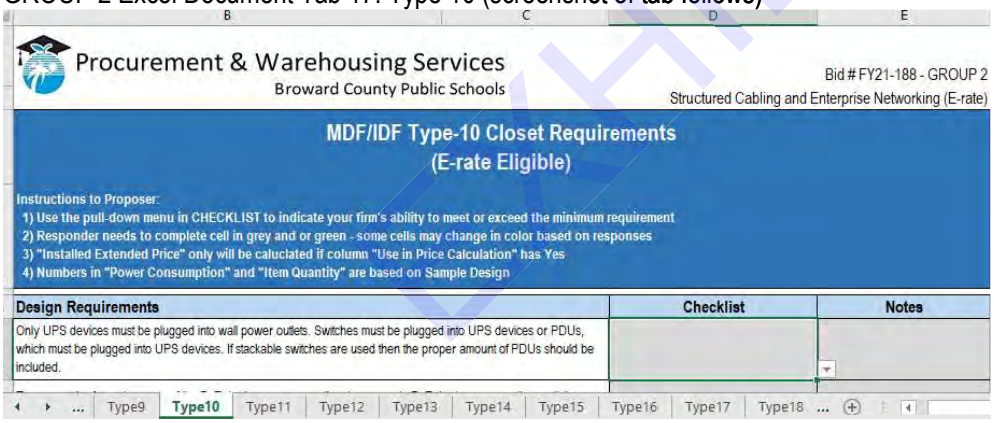
MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

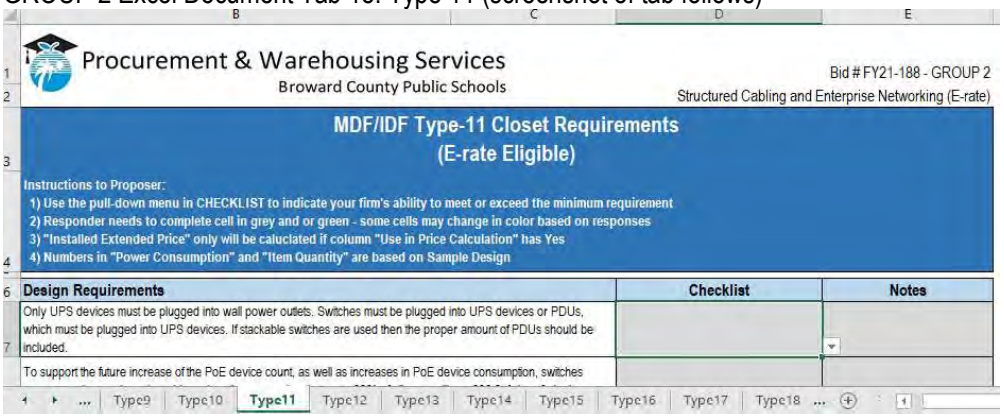
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

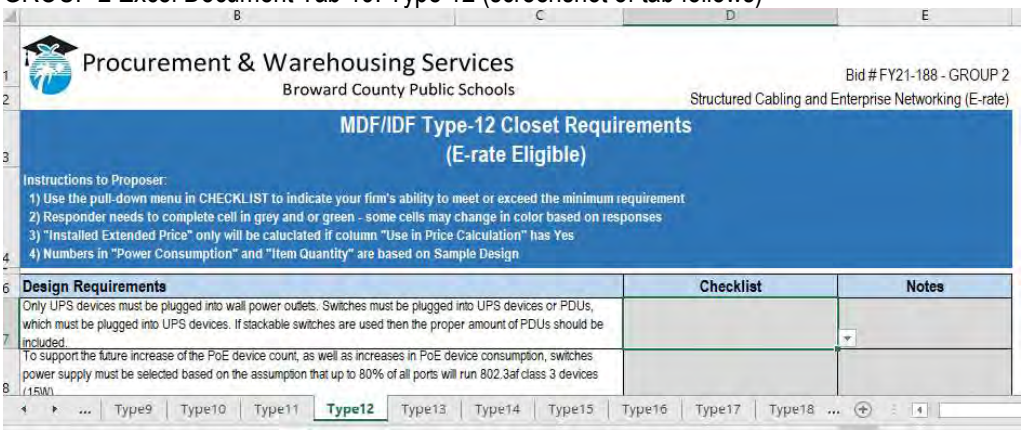
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

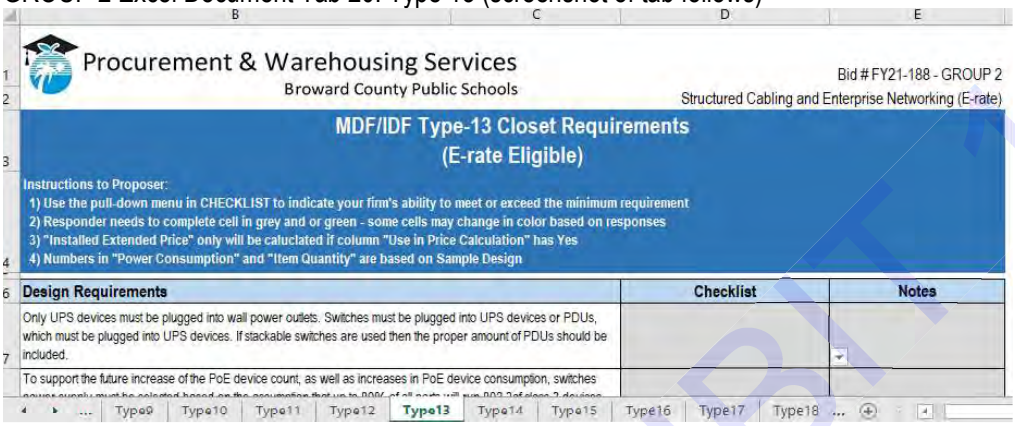
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

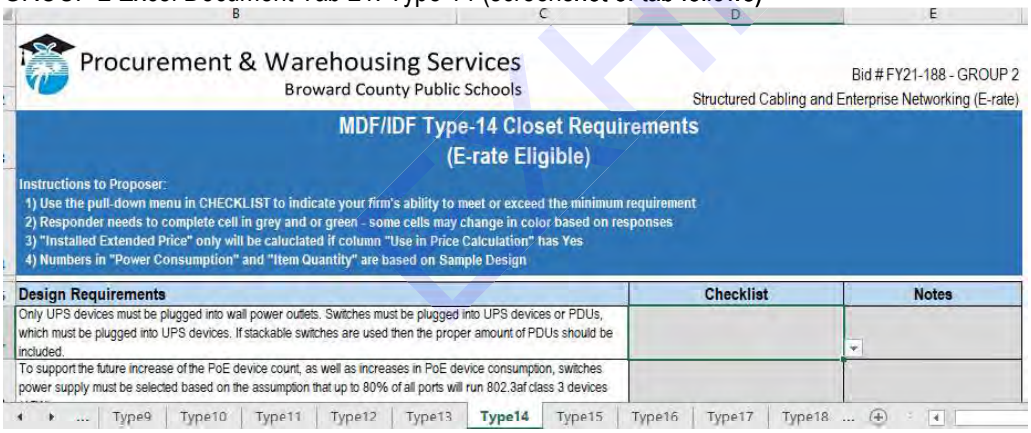
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

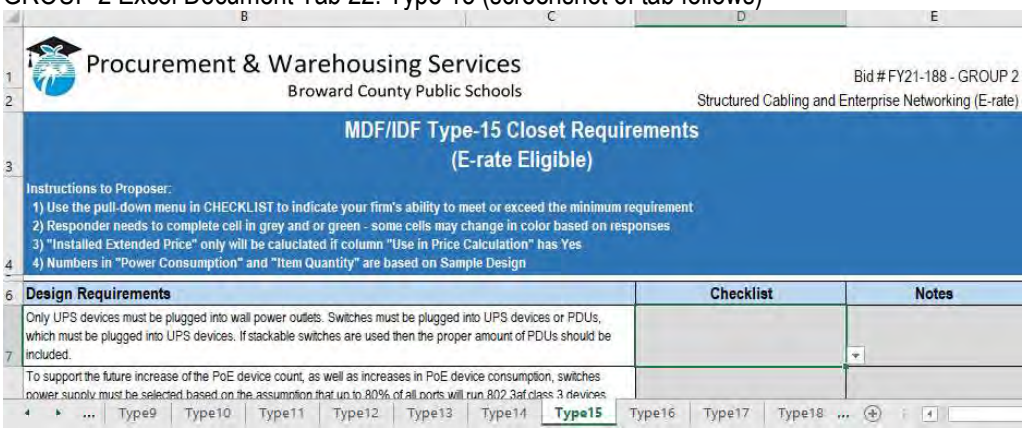
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

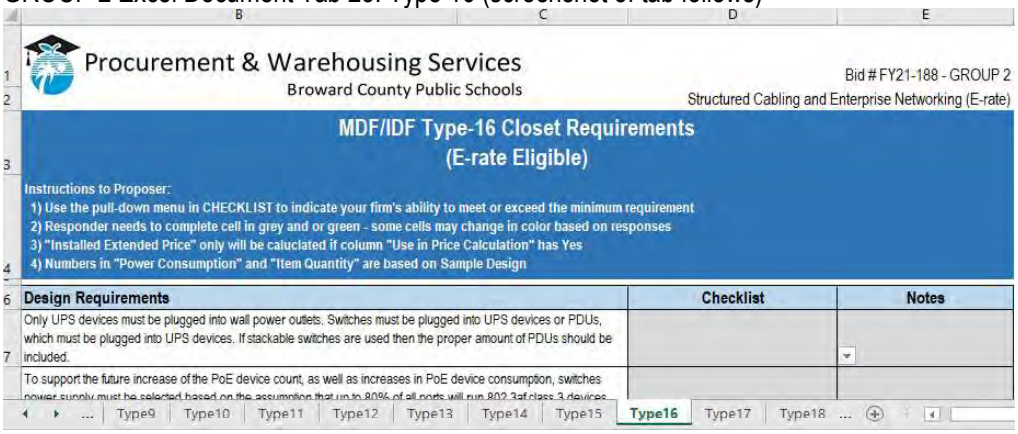
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

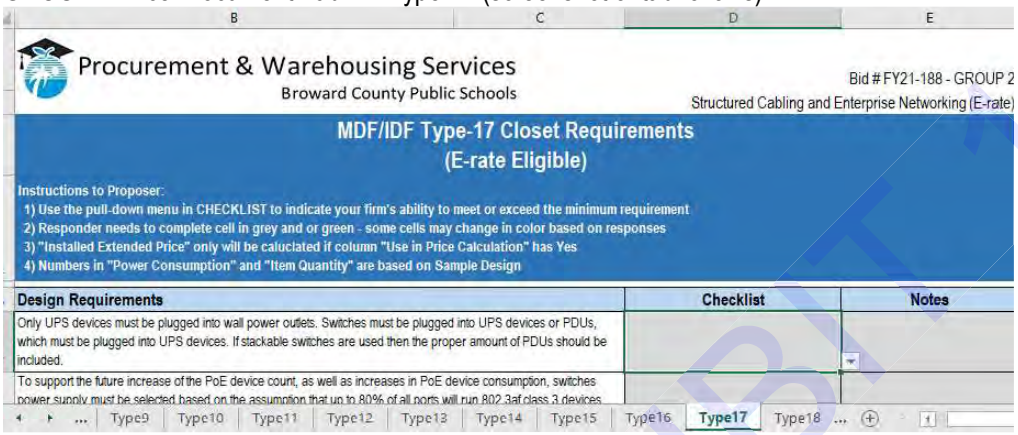
MDF/IDF Type-16 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-17 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

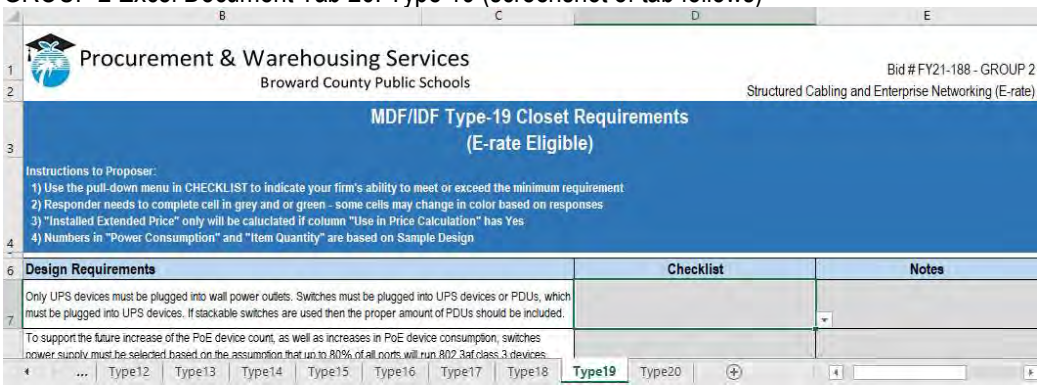
MDF/IDF Type-18 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-19 Closet Requirements (E-rate Eligible)

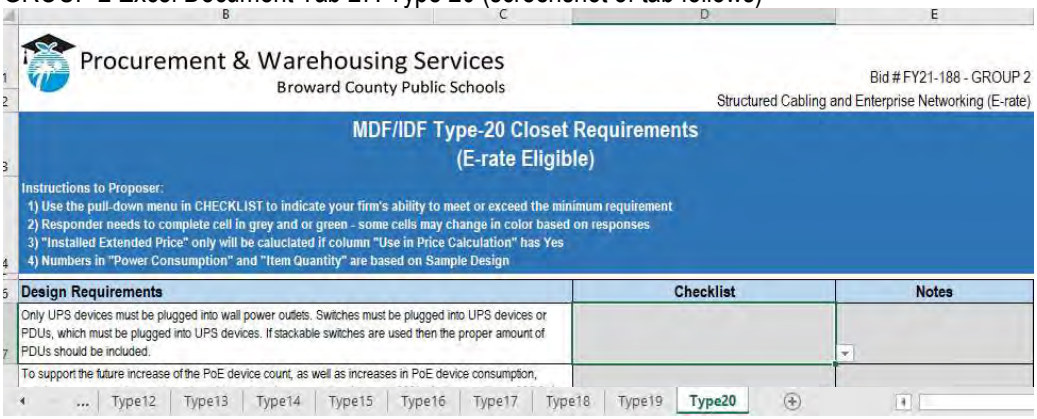
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

EXHIBIT 1

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | Type19 | Type20

EXHIBIT 1

[THIS SPACE INTENTIONALLY BLANK]

ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

A A N D A

N A N AN N 707 DA A A N NA D A A ND D
N N N D A A

N DAND N N N AN A
A A D AD N A

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

EXHIBIT A

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

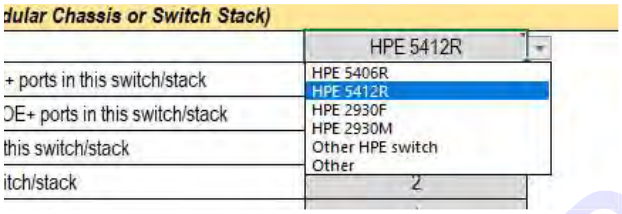
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 6, 2021

Ronald Dubeau, Vice President
Universal Cabling Systems, Inc.
914 Fern Street
West Palm Beach, Florida 33401

RE: FY21-188 – Structured Cabling & Enterprise Networking (E-rate)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Universal Cabling Systems, Inc. This is the result of the School Boards approval on December 15, 2020, for item OO-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent
Mark Vanson, President, Universal Cabling Systems, Inc.
Phillip H. Dunn II, Chief Information Officer
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

EXHIBIT 2

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2020-12-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY21-188 – Structured Cabling & Enterprise Networking (E-rate)**

REQUESTED ACTION: **Recommendation to award the above Request for Proposal (RFP); Contract Term: December 29, 2020 through June 30, 2026; Award Amount: $21,000,000; Awarded Vendors: Universal Cabling Systems, Inc., United Data Technologies, Inc. and JDL Technologies, Inc.; User Department: Information Technology.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use	***Safety, Security, & Risk Mitigation***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics?** **NO**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Effective Communication	***N/A***

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target
N/A	N/A	N/A

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

100% utilization of eRate to ensuring eLearning continuity.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This bid is utilized for the purchase of structured cabling and enterprise networking, which are the essential systems that connect SBBC systems. The goods and services procured with this bid are utilized District-wide. This RFP consisted of two (2) groups and award recommendation is in accordance with the Recommendation Tabulation.

There are no Small/Minority/Woman Business Enterprise vendor on this item.

RELATED ITEMS

EE-14 - 05/19/20

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreements
- Recommendation Tabulation

EXHIBIT 2

1760

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Continuation of E-rate funding from the government.
2. Building department permitting approvals for installation of equipment and cabling.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existng funding will be spent to implement this item?	$21,000,000

SOURCE OF FUNDS: Capital Budget and Other District-wide Department and School Budgets.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$21,000,000

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Phillip H. Dunn II	Phone: 754-321-2607
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods, Chief Strategy & Operations Officer

Signature

Electronic Signature
Form \$4189 Revised 1/20
RWR/JSM

Approved in Open Board Meeting On: DEC 15 2020

By: _____
School Board Chair

EXHIBIT 2

1761

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNIVERSAL CABLING SYSTEMS, INC.
(hereinafter referred to as "UCS"),
whose principal place of business is
914 Fern Street, West Palm Beach, Florida 33401

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, UCS offered a proposal in response to the RFP ("Proposal"), incorporated herein by reference, whereby UCS offered to provide products and services for Group 1, structured cabling.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and UCS, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of any renewal period.

EXHIBIT 2

2.02 **Description of Goods or Services Provided**. UCS shall provide the goods and services in the scope of work and abide by all prescribed obligations and responsibilities within the RFP with the following modification:

(a) In accordance with Section 8.3.20 of the RFP, UCS shall provide the following alternate equivalent products:

1) Extron PoleVault 201D System new part number 42-307-13 and PoleVault 401D new part number 42-308-13; and

2) Extron WallVault 201D System new part number 42-309-13 and WallVault 401D System new part number 42-310-13 and specifications for both.

2.03 **Cost**. The cost for all products and services will be in accordance with the pricing tables attached hereto as **Exhibit A** and described below and will be ordered utilizing an official Purchase Order.

(a) The hourly rate for assistance after-hours by an emergency technician for item 8.3.14 of the RFP is Ninety-seven Dollars and Fifty Cents ($97.50) per hour per person. The cost of miscellaneous audiovisual work during normal business hours (as needed) is Eighty-four Dollars ($84.00) per hour per person.

(b) The annual cost for Dedicated Technician Services (cost per technician per year) is One Hundred Forty-one Thousand Four Hundred Forty Dollars ($141,440). Dedicated Technician Services include a fully certified Technician and all the appropriate equipment, tools, transportation, and training to properly install and maintain SBBC purchased structured cabling in accordance with the RFP.

(c) For any goods or services not listed above or in **Exhibit A**, the off list minimum discount is 2% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. SBBC shall pay UCS after services are performed or goods are delivered and accepted by SBBC and after proper and appropriate invoices will be issued with net thirty (30) day payment terms.

(a) A single purchase order for Dedicated Technician Services will be issued for the entire year but will be paid monthly by SBBC. Invoice for the dedicated technician services shall be issued monthly for 1/12 the annual cost.

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by UCS in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should UCS come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to UCS. Should UCS come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

2.07 **UCS Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, UCS shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of UCS' Records by SBBC**. UCS shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All UCS' applicable records for services provided to SBBC under this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and

conditions of this Agreement and to evaluate, analyze and verify the applicable business records of UCS directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall have access to UCS' records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UCS pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide UCS reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to UCS' facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by UCS to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any UCS' claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by UCS in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by UCS. If the audit discloses billings or charges to which UCS is not contractually entitled, UCS shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, UCS shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by UCS to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to UCS pursuant to this Agreement and such excluded costs shall become the liability of UCS.

(g) Inspector General Audits. UCS shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To UCS:	Ronald Dubeau – Vice President Universal Cabling Systems, Inc 914 Fern Street, West Palm Beach, Florida 33401
With a Copy to:	Mark Vanson - President Universal Cabling Systems, Inc 914 Fern Street, West Palm Beach, Florida 33401

2.10 **Background Screening.** UCS shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UCS or its personnel providing any services under the conditions described in the previous sentence. UCS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to UCS and its personnel. The parties agree that the failure of UCS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. UCS agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UCS' failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. UCS shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, UCS shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. UCS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if UCS does not transfer the public records to SBBC. Upon completion of the Agreement, UCS shall transfer, at no

cost, to SBBC all public records in possession of UCS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If UCS transfers all public records to SBBC upon completion of the Agreement, V shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UCS keeps and maintains public records upon completion of the Agreement, UCS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By UCS: UCS agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by UCS, its agents, servants or employees; the equipment of UCS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of UCS or the negligence of UCS' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by UCS, SBBC or otherwise.

2.13 **Insurance Requirements**. UCS shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. UCS shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property

Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. UCS shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. UCS shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. UCS shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by UCS to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit UCS to remedy any deficiencies. UCS must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. UCS is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, UCS represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, UCS shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall UCS retaliate against any person for reporting instances of such discrimination. UCS shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. UCS understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28,

Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

EXHIBIT 2

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

EXHIBIT 2

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: UCS Agreement
Date: 2020.12.03 18:35:11 -05'00'

Office of the General Counsel

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UCS:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness Susan Dubeau

_____
Witness Ryan Vanson

UNIVERSAL CABLING SYSTEMS, INC.

By _____
Signature

Printed Name: Ronald Dubeau

Title: Vice President

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 2, 2020 (*date*) by Ronald Dubeau (*name of officer or agent, title of officer or agent*) of Universal Cabling Systems, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline if applicable*) or has produced _____ (*type of identification*) as identification and who ☒ did/ ☐ did not first take an oath this 2nd day of December, 2020.

My Commission Expires: 12/14/2022

Notary Public State of Florida
Krista McNevin
My Commission GG 249463
Expires 12/14/2022

(SEAL)

_____
Signature – Notary Public

Krista McNevin
Printed Name of Notary

GG 249463
Notary's Commission No.

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Description	Unit Price
Category 6 Communications Outlet (CO) includes: Essex CAT6 CMP cable, Legrand Clarity Jack, Legrand Faceplate, Legrand Icons, termination, testing, labeling	
Quad Communication Outlet (CO) (based on 180' avg)	$451.94
Quad Communication Outlet (CO) (based on 250' avg)	$490.51
Dual Communication Outlet (CO) (based on 180' avg)	$299.17
Dual Communication Outlet (CO) (based on 250' avg)	$318.70
Quad Communications Outlet Gel-Filled (CO) (based on 180' avg)	$331.26
Quad Communications Outlet Gel-Filled (CO) (based on 250' avg)	$390.88
Dual Communications Outlet Gel-Filled (CO) (based on 180' avg)	$301.43
Dual Communications Outlet Gel-Filled (CO) (based on 250' avg)	$292.99
Single Communications Outlet (CO) (based on 180' avg) for elevator	$277.08
Category 6A Communications Outlet (CO) includes: Essex CAT6A CMP cable, Legrand Clarity Jack, Legrand Faceplate, Legrand Icons, termination, testing, labeling	
Quad Communication Outlet (CO) (based on 180' avg)	$860.99
Quad Communication Outlet (CO) (based on 250' avg)	$912.63
Dual Communication Outlet (CO) (based on 180' avg)	$522.22
Dual Communication Outlet (CO) (based on 250' avg)	$553.55
Single Communications Outlet (CO) (based on 180' avg) for elevator	$469.48
Black Cable-Installed P.E. 89 filled, 24 AWG Terminated	
6 Pair CAT5 Black Cable installed per linear foot	$1.32
12 Pair CAT5 Black Cable installed per linear foot	$1.74
25 Pair CAT5 Black Cable installed per linear foot	$1.86
50 Pair CAT5 Black Cable installed per linear foot	$2.97
100 Pair CAT5 Black Cable installed per linear foot	$5.18
Solid State Protector Units	
Porta 6 Pair Protection - each end	$193.79
Porta 12 Pair Protection - each end	$354.63
Porta 25 Pair Protection - each end	$589.06
Porta 50 Pair Protection - each end	$695.40
Porta 100 Pair Protection - each end	$1,057.57
Backbone Riser Cable, CAT5 UTP	
12 Pair Plenum Exposed, Terminated - per foot	$1.80
12 Pair in Conduit, Terminated - per foot	$1.10
25 Pair Plenum Exposed, Terminated - per foot	$4.09
25 Pair in Conduit, Terminated - per foot	$2.50
Optical Fiber	
6 Strand Essex Loose Tube 10 Gig 50/125um, OM3, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U30-E991	$1.81

12 Strand Essex Loose Tube 10 Gig 50/125um, OM3, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U30-E991	$2.28
6 Strand Essex Loose Tube 10 Gig 50/125um, OM4, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U32-E991	$3.23
12 Strand Essex Loose Tube 10 Gig 50/125um, OM4, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U32-E991	$3.92
6 Strand Essex Loose Tube 8/125um Single Mode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U13-E991	$3.10
12 Strand Essex Loose Tube 8/125um Single Mode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U13-E991	$4.20
Rack Mount Fiber Distribution Center - Loaded	
6 Fiber Panel with SC connectors	$344.63
12 Fiber Panel with SC connectors	$423.39
144 Fiber Panel with SC connectors	$2,121.45
1" In Building EMT Suspended Conduit with Pull String and Firestop - Installed	$9.07
Fire Rated Penetrations Through Concrete Walls and Slabs with Firestop	
1" Core Bore	$150.16
2" Core Bore	$245.00
3" Core Bore	$361.00
4" Core Bore	$450.00
1" EMT Sleeve	$172.00
2" EMT Sleeve	$241.50
3" EMT Sleeve	$416.30
4" EMT Sleeve	$456.00
Legrand Clarity CAT6 12 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PMP61289	$165.17
Legrand Clarity CAT6 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U24	$368.45
Legrand Clarity CAT6 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U48	$634.74
Legrand Clarity CAT6 96 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U96	$853.29
Legrand Clarity CAT6A 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU24	$715.65
Legrand Clarity CAT6A 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU48	$1,231.72
Legrand 7' floor mount communications rack, 19" equipment mountable, grounded with all associated hardware including rack mount power strip Part # OR-19-84-T2SDB	$359.49
Open D-ring style vertical wire management assembly, per unit	$442.00
Open D-ring style horizontal wire management assembly, per unit	$92.88
Chatsworth 12" width ladder rack assembly with brackets, per linear foot	$15.67
3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$4.88
1 1/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.83

EXHIBIT 2

1 3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.40
3/4" Wire Molding, per linear foot	$2.33
1 1/4" Wire Molding, per linear foot	$3.11
1 3/4" Wire Molding, per linear foot	$3.20
3" Wire Molding, per linear foot	$5.60
Single gang steel back junction box	$10.04
Dongle gang steel back junction box	$14.14
Electrical ground bus bar with all connection hardware	$252.37
10' Communication/Power Pole	$938.00
12' Communication/Power Pole	$1,050.00
J-Hooks	$12.46
Permit Plans and As-Built Drawings	$510.00
Audio/Visual System	
Extron PoleVault 201D (Part #42-307-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,760.92
Extron PoleVault 401D (Part #42-308-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,506.68
Extron WallVault 201D (Part #42-309-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,897.76
Extron WallVault 401D (Part #42-310-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,643.52

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Description	**Unit Price**
Essex CAT6 CMP Cable per foot Part # 66-240-7B	$0.45
Essex CAT6 Gel-Filled Cable per foot Part # 04-001-68	$0.40
Legrand Clarity Series II CAT6 Jack Part # OR-S22600	$19.40
Legrand Clarity CAT6 TracJack Part # OR-TJ600	$8.95
Legrand Series II Single Gang Faceplate Part # OR-40300158	$2.46
Legrand TracJack Two-Port Single Gang Faceplate Part # OR-40300548	$2.40
Legrand TracJack Four-Port Single Gang Faceplate Part # OR-40300546	$2.40
Legrand Single Gang Surface Mount Box Part # OR-40300185	$4.91
Legrand TracJack Four-Port Frame Part # OR-40800019	$2.53
Legrand Series II Blank Modules 10 pack Part # OR-40300191	$5.54
Legrand TracJack Blank Modules 10 pack Part # OR-42100002	$4.04
Essex CAT6A CMP Cable per foot Part # 6H-272-7B	$0.71
Legrand Clarity CAT6A High Density Jack Part # OR-HDJ6A	$13.86
Legrand High Density Single Gang Two-Port Faceplate Part # OR-403HDJ12	$2.52
Legrand High Density Single Gang Four-Port Faceplate Part # OR-403HDJ14	$2.52
Legrand High Density Jack Blank Modules 20 pack Part # OR-HDJB20	$8.32
Legrand Clarity CAT6 12 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PMP61289	$126.64
Legrand Clarity CAT6 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U24	$224.85

Legrand Clarity CAT6 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U48	$443.52
Legrand Clarity CAT6 96 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U96	$984.06
Legrand Clarity CAT6A 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU24	$427.68
Legrand Clarity CAT6A 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU48	$831.60
Legrand 7' floor mount communications rack, 19" equipment mountable, grounded with all associated hardware including rack mount power strip complete Part # OR-19-84-T2SDB	$182.16
Open D-ring style vertical wire management assembly, per unit	$518.22
Open D-ring style horizontal wire management assembly, per unit	$89.34
Chatsworth 12" width ladder rack assembly with brackets per linear foot	$12.04
3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$1.50
1 1/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$2.14
1 3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.10
3/4" Wire Molding, per linear foot	$1.50
1 1/4" Wire Molding, per linear foot	$2.14
1 3/4" Wire Molding, per linear foot	$3.10
3" Wire Molding, per linear foot	$5.78
Single gang steel back junction box	$7.23
Dongle gang steel back junction box	$12.47
Electrical ground bus bar with all connection hardware	$211.61
10' Communication/Power Pole	$538.56
12' Communication/Power Pole	$628.32
Legrand Clarity CAT6 7' Patch Cable RJ45-RJ45 connectors Part # OR-MC607-08	$11.80
Legrand Clarity CAT6 9' Patch Cable RJ45-RJ45 connectors Part # OR-MC609-08	$12.99
Legrand Clarity CAT6 15' Patch Cable RJ45-RJ45 connectors Part # OR-MC615-08	$17.19
Legrand Clarity CAT6 25' Patch Cable RJ45-RJ45 connectors Part # OR-MC625-08	$25.11
Legrand Clarity CAT6A 7' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A07-08	$17.74
Legrand Clarity CAT6A 9' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A09-08	$20.58
Legrand Clarity CAT6A 15' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A15-08	$25.21
Legrand Clarity CAT6A 25' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A25-08	$34.32
J-Hooks	$3.54
Permit Plans and As-Built Drawings	$510.00
Audio/Visual System	
Extron PoleVault 201D (Part #42-307-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,760.92
Extron PoleVault 401D (Part #42-308-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,506.68
Extron WallVault 201D (Part #42-309-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,897.76
Extron WallVault 401D (Part #42-310-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,643.52

EXHIBIT 2

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Universal Cabling Systems, Inc.

Event Name: FY21-188 Date/ Time: 12/10/25

Vendor FEIN: 65-0183752

Vendor's Authorized Representative Name and Title: Ronald Dubeau / President

Address: 914 Fern Street

City: West Palm Beach State: FL Zip Code: 33401

Phone Number: 561-659-6224 Email Address: ron@ucscable.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Ronald Dubeau / President Date: 12/10/25

EXHIBIT B

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THEIPGUYS.NET LLC
a Delaware limited liability company,
whose principal place of business
is 1209 Orange Street, Wilmington, Delaware, 19801,
registered in Minnesota as
ONENET GLOBAL LLC, d/b/a ONENET GLOBAL
a Minnesota limited liability company,
whose principal place of business is
7250 Metro Boulevard, Suite 200, Edina, Minnesota 55439
(collectively, hereinafter "VENDOR"),

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS**, on July 23, 2024, SBBC and VENDOR entered into a First Amendment to Agreement, concerning VENDOR's name change, attached hereto and incorporated by reference as **Exhibit 3**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year

period, from July 1, 2026, through June 30, 2027, through this Second Amendment to Agreement ("Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated

therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This Second Amendment; then
Second:	The First Amendment; then
Third:	The Agreement; then

Fourth: The RFP; then
Fifth: Addendum No. 1; then
Fifth: VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and THEIPGUYS.NET LLC, registered as ONENET GLOBAL, LLC d/b/a ONENET GLOBAL, signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.18 16:21:37 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

THEIPGUYS.NET LLC, registered as ONENET GLOBAL, LLC d/b/a ONENET GLOBAL

Signature: Scott Fluegge
Signer ID: 2V3MGGBH10...

Corporate Secretary Signature

Print Name: Scott Fluegge

Title: COO

-OR-

Date: 12/17/2025 PST

Greg Sell, Executive Director
Signer ID: WW6P8GNJ11...
Witness Signature

Greg Sell, CTO
Print Name

Robert McClure
Signer ID: BXMSFWQI11...
Witness Signature

Robert McClure
Print Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL (RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

EXHIBIT A

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 INTRODUCTION: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 QUESTIONS AND INTERPRETATIONS: Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 CONTRACT TERM: The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 SUBMITTAL OF PROPOSAL: Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

EXHIBIT 1

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

EXHIBIT 1

4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

EXHIBIT 1

from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:
- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

EXHIBIT 1

pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission
Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

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	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

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SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

EXHIBIT 1

Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

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5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

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SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

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- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

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SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

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7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

EXHIBIT

7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

EXHIBIT

SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 GROUP 1 – STRUCTURED CABLING: The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. GROUP 2 – ENTERPRISE NETWORK: The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

EXHIBIT 1

8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

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b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

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must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

General Requirements for Access Points

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches
The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

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(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

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- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

EXHIBIT A

cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

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ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #32a:** Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- **QUESTION #32b:** Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- **QUESTION #33:** Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- **QUESTION #34:** Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- **QUESTION #35:** Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- **QUESTION #36:** Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- **QUESTION #37:** Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- **QUESTION #38:** Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

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- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

EXHIBIT 1

ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

EXHIBIT 1

provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

EXHIBIT 1

SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

EXHIBIT 1

ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)



Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)



Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

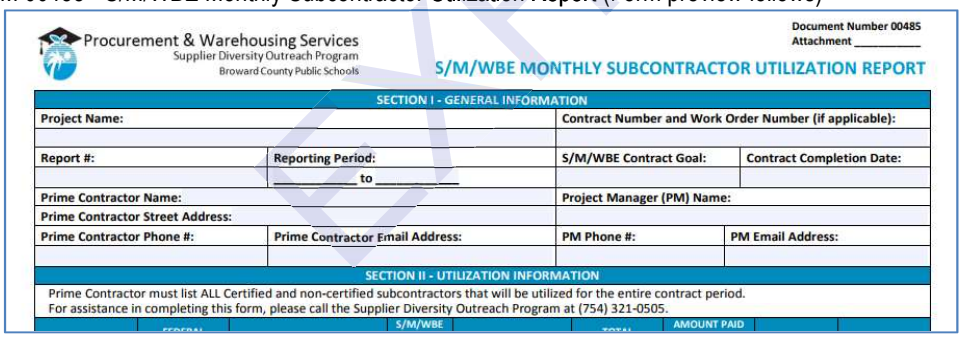
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Document Number 00485
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

	FEDERAL		S/M/WBE		TOTAL	AMOUNT PAID	

EXHIBIT A

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

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ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

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ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. The following is a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)



GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

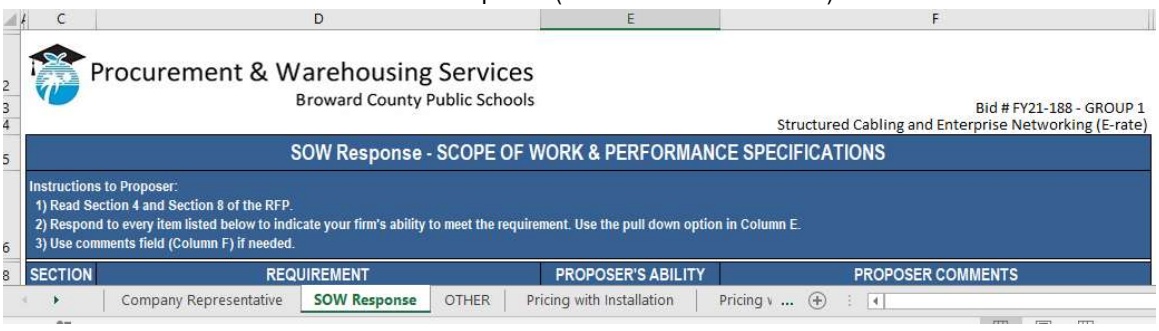
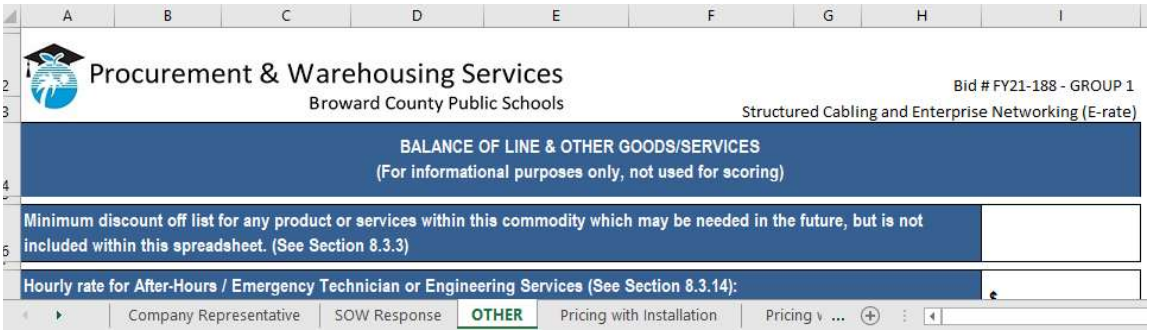
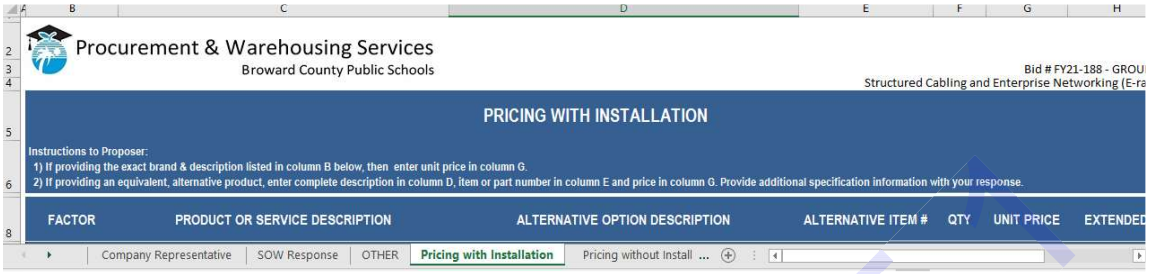


EXHIBIT 1

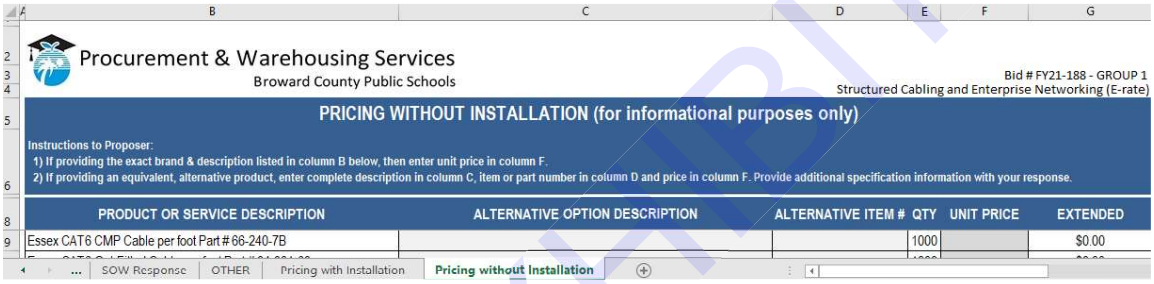
GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)



GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)



GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)



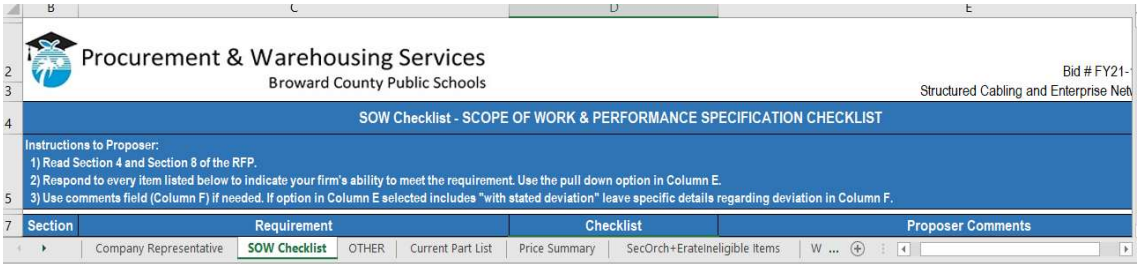
Group 2 Excel Spreadsheet contains 27 tabs:

GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

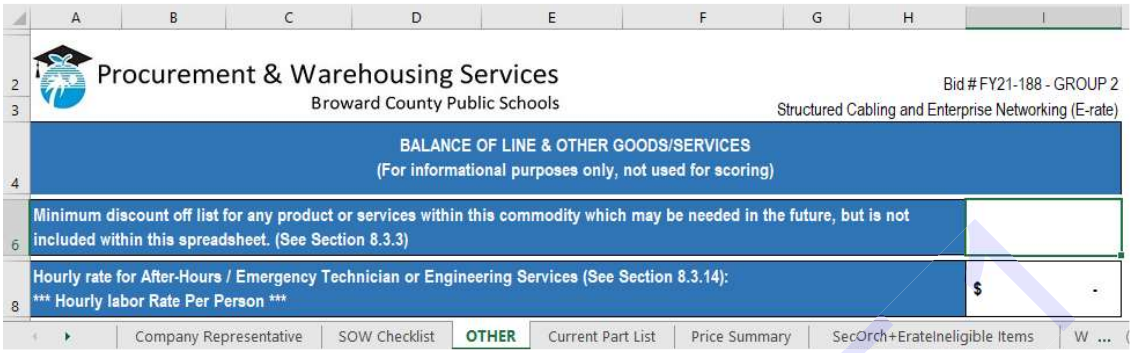


[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

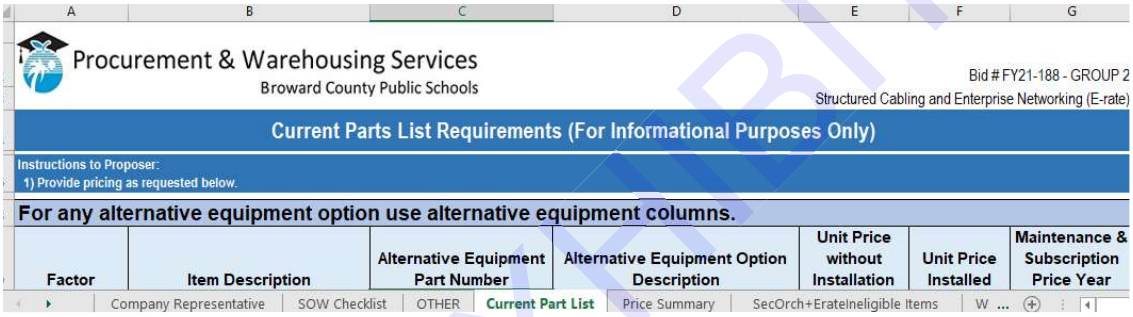
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



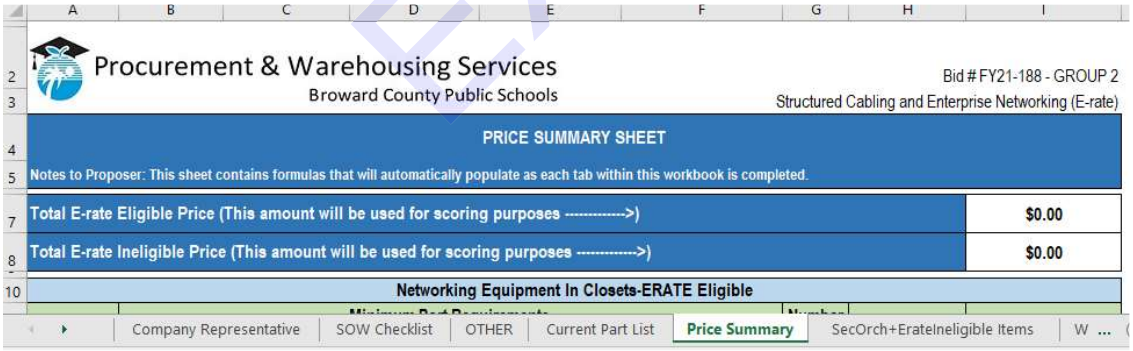
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



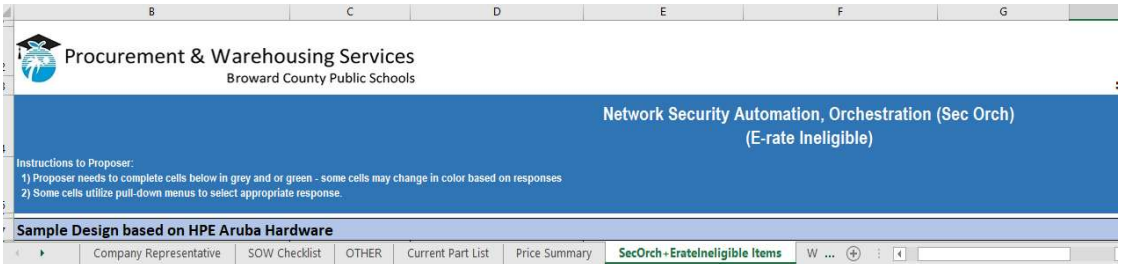
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

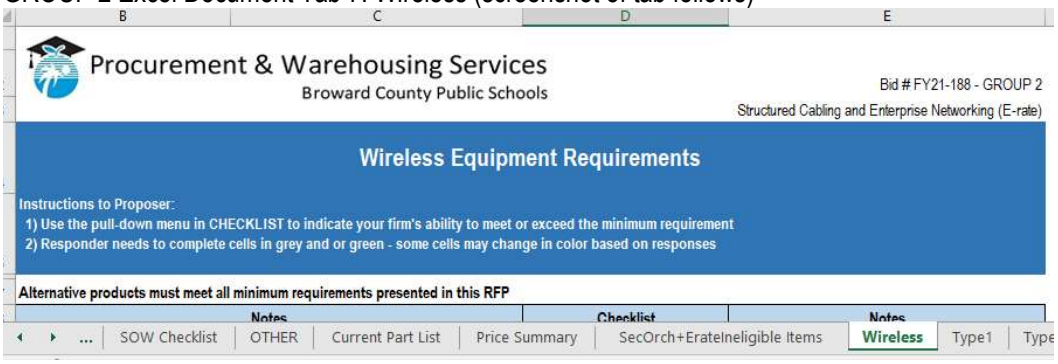


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)

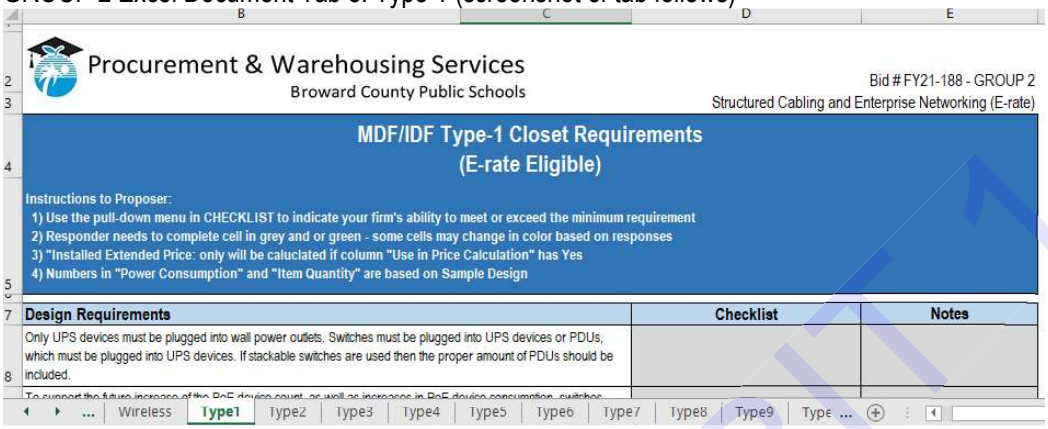


EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)



GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)

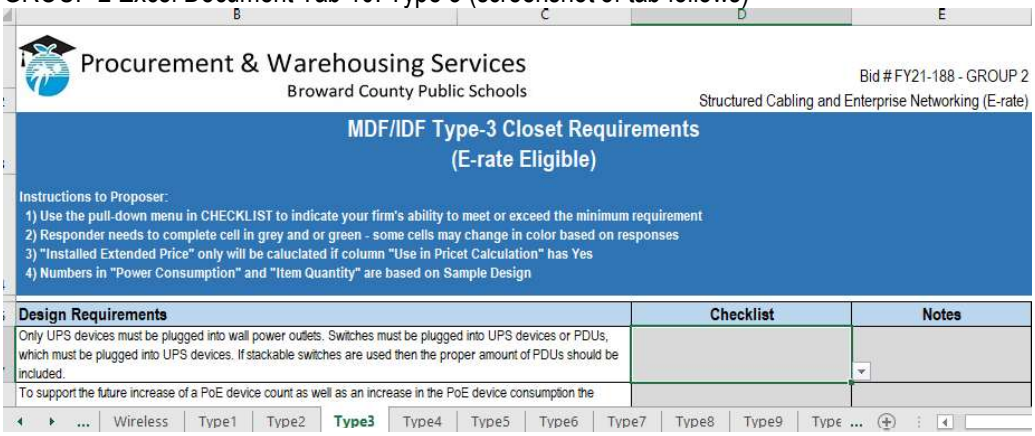
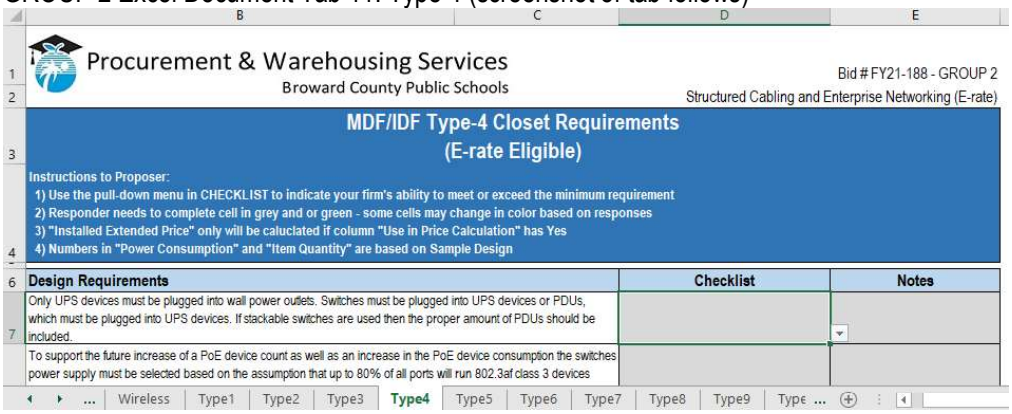


EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

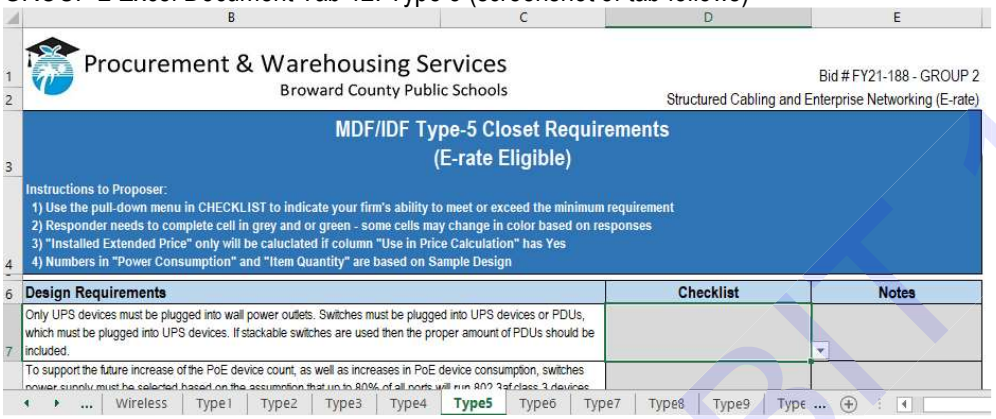
MDF/IDF Type-4 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | **Type4** | Type5 | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

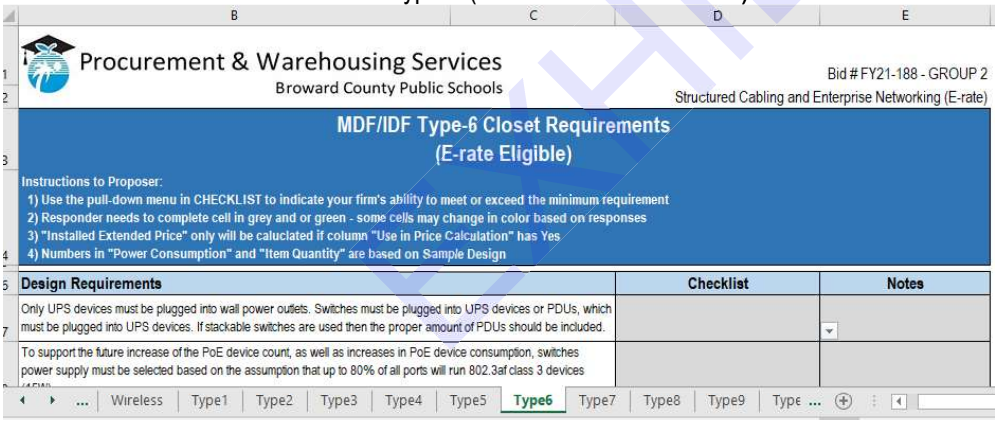
MDF/IDF Type-5 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | **Type5** | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

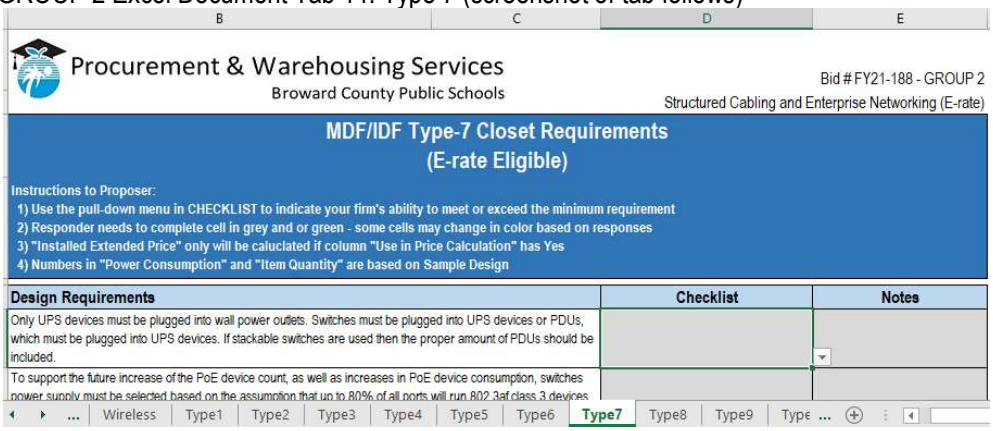
MDF/IDF Type-6 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | **Type6** | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements (E-rate Eligible)

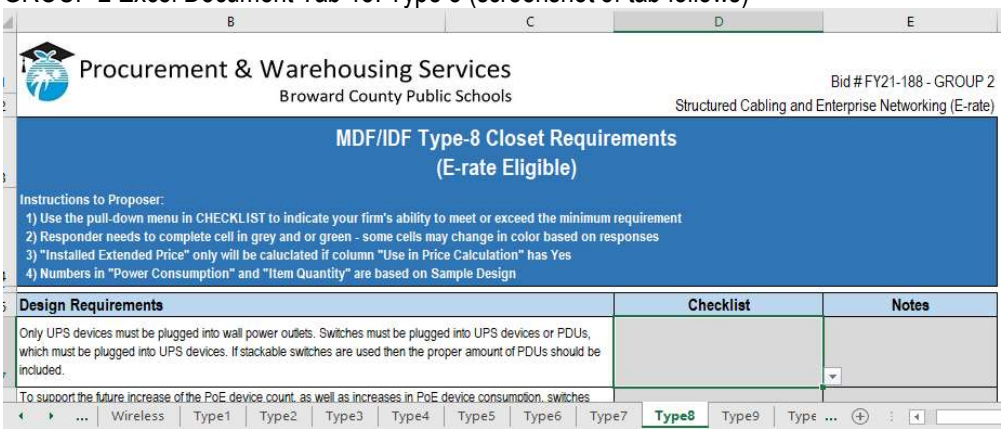
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | **Type7** | Type8 | Type9 | Type ...

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

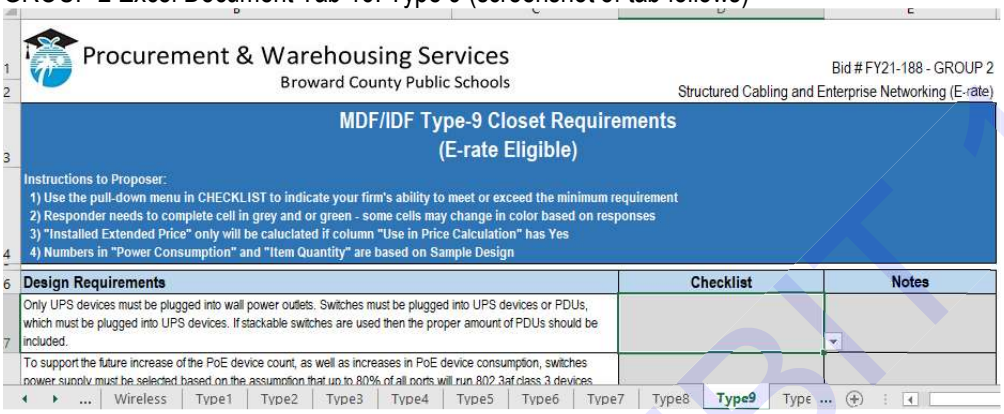
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

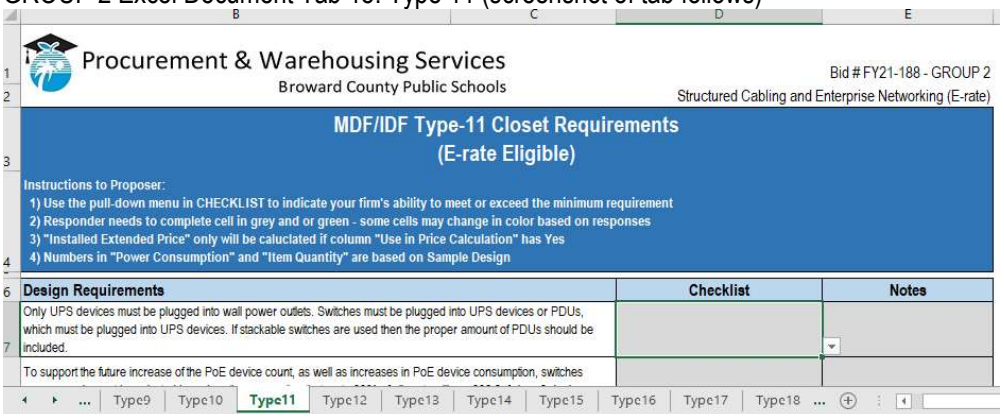
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

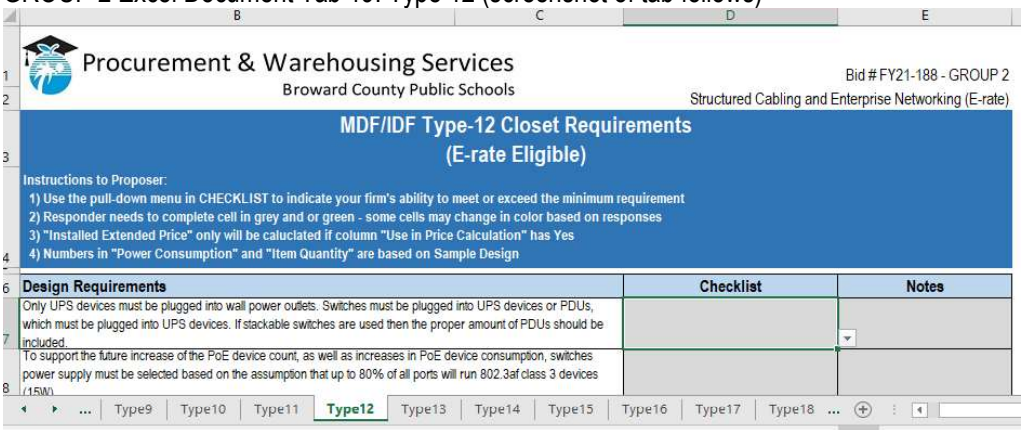
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

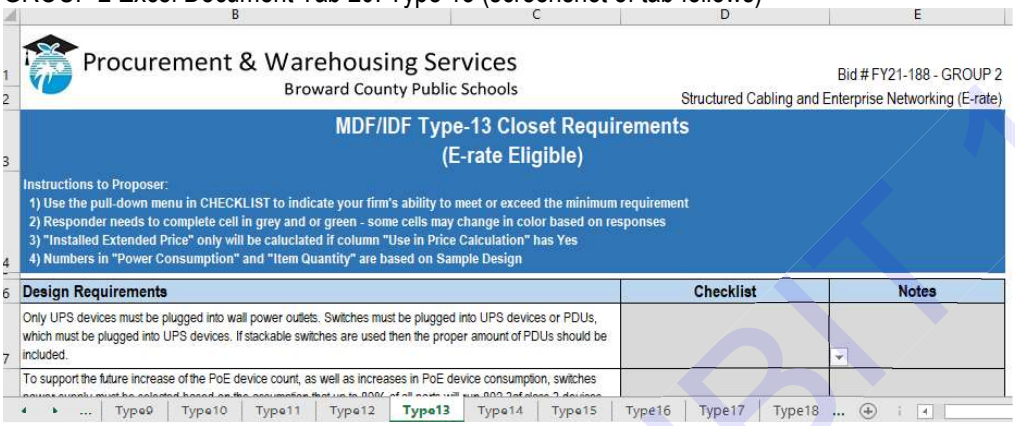
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

... Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

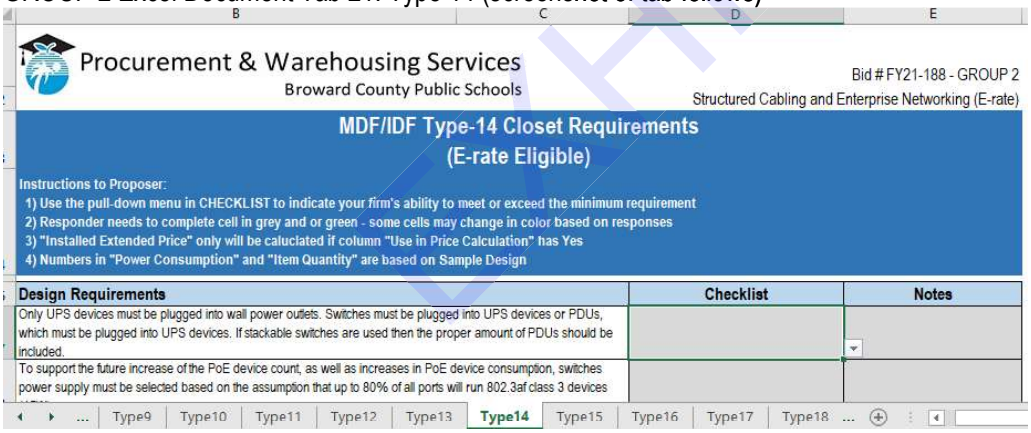
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

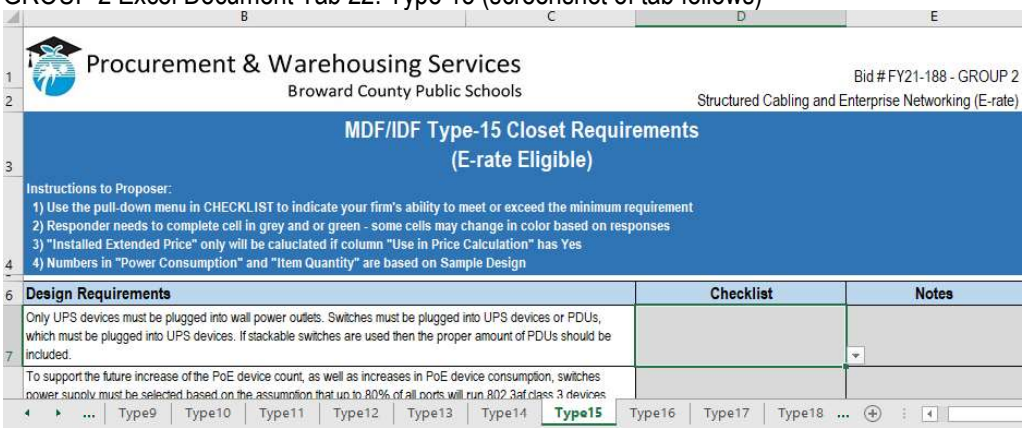
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

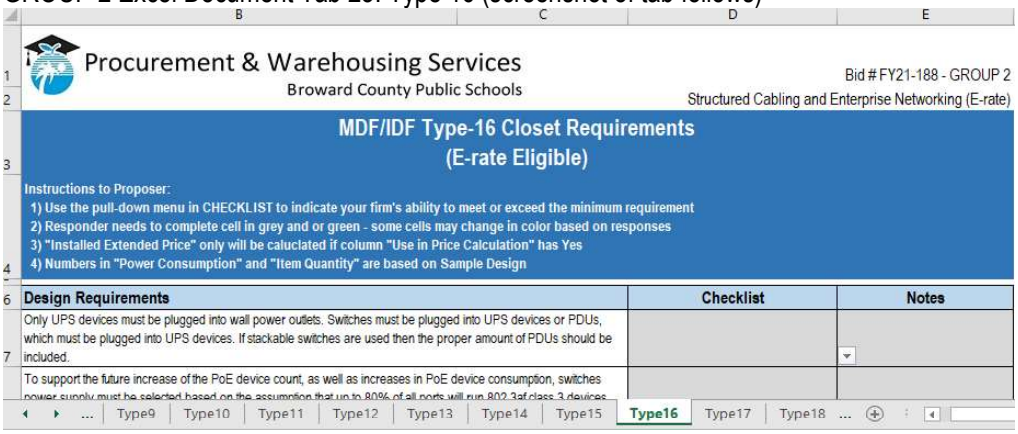
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

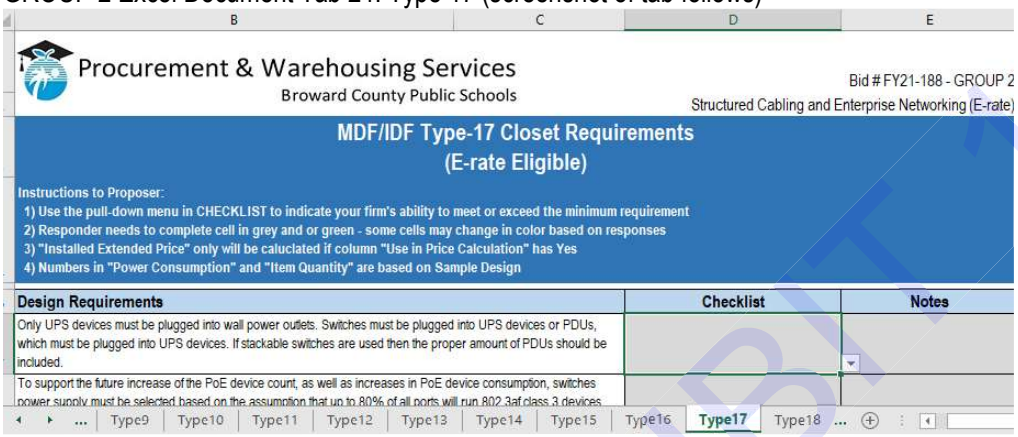
MDF/IDF Type-16 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

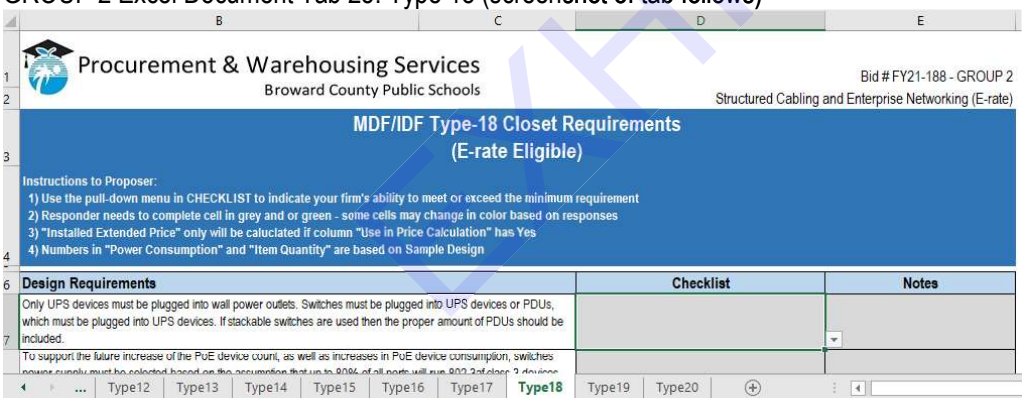
MDF/IDF Type-17 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

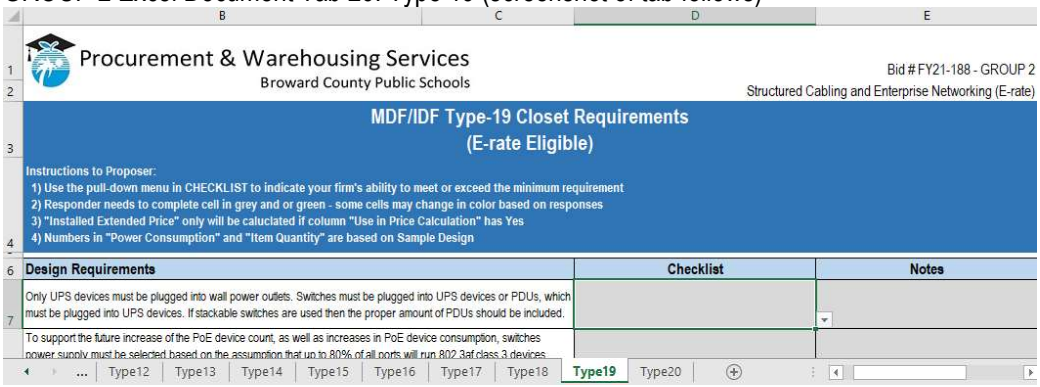
MDF/IDF Type-18 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-19 Closet Requirements
(E-rate Eligible)

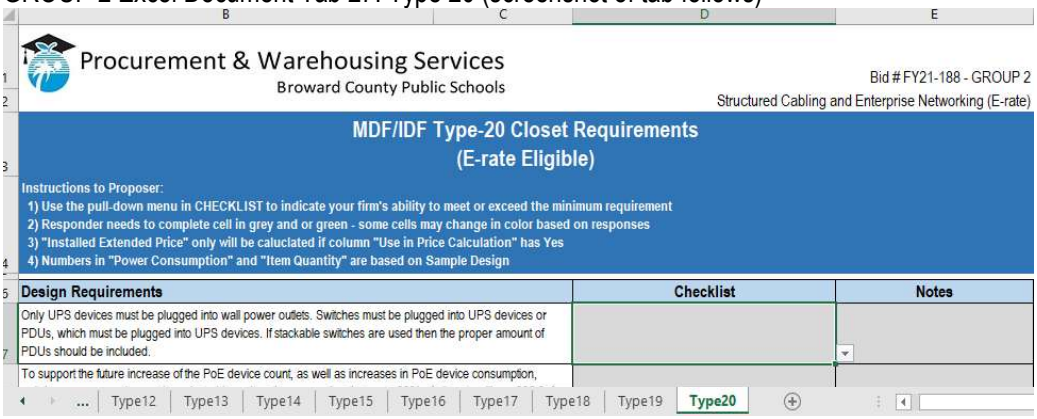
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

EXHIBIT A

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | Type19 | Type20

EXHIBIT 1

[THIS SPACE INTENTIONALLY BLANK]

ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

EXHIBIT 1

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

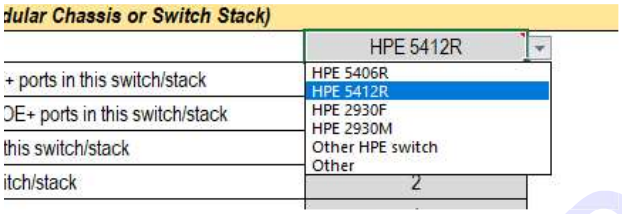
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 6, 2021

Scott Fluegge
JDL Technologies, Inc.
2900 West Cypress Creek Road, Suite 8
Fort Lauderdale, Florida 33309

RE: FY21-188 – Structured Cabling & Enterprise Networking (E-rate)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and JDL Technologies, Inc. This is the result of the School Boards approval on December 15, 2020, for item OO-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent
Kevin Yoder, JDL Technologies, Inc.
Phillip H. Dunn II, Chief Information Officer
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

EXHIBIT 2

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2020-12-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY21-188 – Structured Cabling & Enterprise Networking (E-rate)**

REQUESTED ACTION: **Recommendation to award the above Request for Proposal (RFP); Contract Term: December 29, 2020 through June 30, 2026; Award Amount: $21,000,000; Awarded Vendors: Universal Cabling Systems, Inc., United Data Technologies, Inc. and JDL Technologies, Inc.; User Department: Information Technology.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use	***Safety, Security, & Risk Mitigation***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **NO**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Effective Communication	***N/A***

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target
N/A	N/A	N/A

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

100% utilization of eRate to ensuring eLearning continuity.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This bid is utilized for the purchase of structured cabling and enterprise networking, which are the essential systems that connect SBBC systems. The goods and services procured with this bid are utilized District-wide. This RFP consisted of two (2) groups and award recommendation is in accordance with the Recommendation Tabulation.

There are no Small/Minority/Woman Business Enterprise vendor on this item.

RELATED ITEMS

EE-14 - 05/19/20

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreements
- Recommendation Tabulation

EXHIBIT

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Continuation of E-rate funding from the government.
2. Building department permitting approvals for installation of equipment and cabling.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existng funding will be spent to implement this item?	$21,000,000

SOURCE OF FUNDS: Capital Budget and Other District-wide Department and School Budgets.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$21,000,000

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Phillip H. Dunn II	Phone:	754-321-2607
Name:	Mary C. Coker	Phone:	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods, Chief Strategy & Operations Officer

Signature

Electronic Signature

Form \$4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: DEC 15 2020

By: _____

School Board Chair

EXHIBIT 2

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JDL TECHNOLOGIES, INC.
(hereinafter referred to as "JDL"),
whose principal place of business is
2900 West Cypress Creek Road, Suite 8, Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both are incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, JDL submitted a proposal in response to the RFP ("Proposal"), is incorporated herein by reference whereby JDL offered to provide products and services for Group 2, enterprise networking.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and JDL, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of any renewal period.

EXHIBIT 2

2.02 **Description of Goods or Services Provided**. JDL shall provide the goods and services in the scope of work, and abide by all prescribed obligations and responsibilities within the RFP.

2.03 **Cost**. The cost for products and services will be in accordance with the pricing tables attached hereto as Exhibit A and described below and will be ordered utilizing an SBBC Purchase Order.

(a) The hourly rate for assistance after-hours or assistance during an emergency from a Technician for item 8.3.14 of the RFP is Two Hundred Fifty Dollars ($250) per hour per person. The hourly rate for assistance by a Technician during regular business hours is One Hundred Seventy-five Dollars ($175) per hour per person.

(b) At its sole option, SBBC may request that JDL provide Network Security Automation and Orchestration described in Exhibit A and in Sections 8.5.10 and 8.5.11 of the RFP. If so requested, the annual cost for full-time staff augmentation resource(s) for year one (1) to implement the Network Security Automation and Orchestration will be Two Hundred Thirty Thousand Dollars ($230,000). The annual cost for full-time staff augmentation beyond year one (1) will be One Hundred Forty-nine Thousand Five Hundred Dollars ($149,500).

(c) For any items not listed above or in Exhibit A, the off list minimum discount is 5% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. Proper and appropriate invoices will be issued by JDL with net thirty (30) day payment terms. SBBC shall pay JDL after services are performed or goods are delivered and accepted by SBBC.

(a) If Network Security Automation and Orchestration is requested by SBBC, a single purchase order for full-time staff augmentation resource(s) will be issued for the entire year but will be paid monthly by SBBC. Invoices for these services will be issued monthly for 1/12 the annual cost specified in Section 2.03(b).

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by JDL in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should JDL come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to JDL. Should JDL come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

EXHIBIT 2

2.07 **JDL Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, JDL shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of JDL's Records by SBBC**. JDL shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All JDL's applicable records related solely to this agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of JDL directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative will be granted access, in accordance to this Agreement to JDL's records related soley to this Agreement from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to JDL pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide JDL reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to JDL's facilities and to any and all records solely related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by JDL to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any JDL's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by JDL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by JDL. If the audit discloses billings or charges to which JDL is not contractually entitled, JDL shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, JDL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by JDL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to JDL pursuant to this Agreement and such excluded costs shall become the liability of v.

(g) Inspector General Audits. JDL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

To JDL:	Scott Fluegge JDL Technologies, Inc. 2900 West Cypress Creek Road, Suite 8 Fort Lauderdale, Florida 33309
With a Copy to:	Kevin Yoder JDL Technologies, Inc. 2900 West Cypress Creek Road, Suite 8 Fort Lauderdale, Florida 33309

2.10 **Background Screening.** JDL shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of JDL or its personnel providing any services under the conditions described in the previous sentence. JDL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to JDL and its personnel. The parties agree that the failure of JDL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. JDL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from JDL's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. JDL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, JDL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. JDL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if JDL does not transfer the public records to SBBC. Upon completion of the Agreement, JDL shall transfer, at no cost, to SBBC all public records in possession of JDL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If JDL transfers all public records to SBBC upon completion of the Agreement, JDL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If JDL keeps and maintains public records upon completion of the Agreement, JDL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By JDL: JDL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by JDL, its agents, servants or employees; the equipment of JDL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of JDL or the negligence of JDL's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by JDL, SBBC or otherwise.

2.13 **Insurance Requirements**. JDL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. JDL shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. JDL shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. JDL shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. JDL shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by JDL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit JDL to remedy any deficiencies. JDL must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. JDL is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, JDL represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, JDL shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall JDL retaliate against any person for reporting instances of such discrimination. JDL shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. JDL

EXHIBIT 2

understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and the RFP, its Addenda and the Proposal which are referenced herein is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to

unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Other than assignment by JDL to its parent (Communications Systems, Inc.) or a wholly owned subsidiary of its parent, neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other

labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: JDL Agreement
Date: 2020.12.08 10:44:04 -05'00'

_____
Office of the General Counsel

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EXHIBIT 2

FOR JDL:

(Corporate Seal)

ATTEST:

JDL TECHNOLOGIES, INC.

By _____
Signature

_____, Secretary

Printed Name: Scott Flueggo

Title: President & GM

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/8/2020 (*date*) by Scott Flueggo (*name of officer or agent, title of officer or agent*) of JDL Technologies (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline if applicable*) or has produced _____ (*type of identification*) as identification and who ☐ did/ ☐ did not first take an oath this 8th day of December, 2020.

My Commission Expires: Enter expiration date 5/11/2024

_____
Signature – Notary Public

Ramon Medina
Printed Name of Notary

GG 986643
Notary's Commission No.

Notary Public State of Florida
Ramon Medina
My Commission GG 986643
Expires 05/11/2024

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$492.83
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$375.96
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$513.70
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Indoor Wi-Fi User Experience Sensor	$513.70
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Network Security Automation and Orchestration (Sec Orch)	**Unit Price**
Components of Security Automation, Orchestration Based on ClearPass Policy Manager, which are required to install manage and maintain suggested network equipment (with 5 years License, maintenance/support or subscription included)	$1,347,913.77
Subscription for above per year beyond initial term	$136,723.26
Flow Collection Software	$1,912,680.00
Subscription for above per year beyond initial term	$381,820.10
Closet Bundle Goods	**Unit Price**
Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,637.40
Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$1,173.00
PDU with 8 5-15R connections	$315.60
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,786.88
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

EXHIBIT 2

Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,342.45
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,425.38
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,557.85
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

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Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,677.70
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$24,223.09
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,680.44
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14

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Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,678.74
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,342.45
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$23,009.39
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,337.35

Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,557.85
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,761.66
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,673.10
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,677.70
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,680.44
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$23,009.39
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,677.04

Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,673.64
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,573.09
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,015.69
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$15,679.22

EXHIBIT 2

Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,914.50
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,016.72
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,580.77
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,013.32
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$14,388.94

EXHIBIT 2

Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,252.49
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2.797.78
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,825.23
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$908.33
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$1,069.65
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,979.93
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,687.76
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,562.55
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,729.50
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$2,063.40
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,898.15
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$207.21
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$208.00
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$208.00
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$262.07
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$254.26
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$98.93
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$99.73
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$149.81
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$766.43
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$767.24

EXHIBIT 2

Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$768.02
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$900.26
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$901.85
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$913.64
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$1,083.53
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$1,251.04
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$1,253.43
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$1,287.40
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$592.71
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,360.25
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$1,185.50
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$337.99
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF	$433.20
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF	$1,397.14
HP Aruba 2930F 8G PoE+ 2SFP+	$727.80
CAT6 Patch cord 7ft	$9.48
CAT6 Patch cord 10ft	$10.80
CAT6 Patch cord 15ft	$12.45
CAT6 Patch cord 25ft	$15.33
CAT6 Patch cord 50ft	$33.00
CAT6 Patch cord 75ft	$41.25
CAT6 Patch cord 100ft	$54.30
CAT6 Patch cord 150ft	$100.50
Fiber patch cord MM LC-LC 1 meter	$29.55
Fiber patch cord MM LC-LC 2 meter	$32.01
Fiber patch cord MM LC-LC 3 meter	$35.10
Fiber patch cord MM LC-LC 5 meter	$54.90
Fiber patch cord MM LC-LC 10 meter	$64.80
Fiber patch cord MM LC-LC 15 meter	$90.00
Fiber patch cord MM LC-LC 25 meter	$120.00
Fiber patch cord MM LC-LC 35 meter	$207.00
Fiber patch cord MM LC-LC 50 meter	$270.60
Fiber patch cord MM LC-LC 75 meter	$384.00
Fiber patch cord MM LC-LC 100 meter	$504.00
Fiber patch cord MM SC-LC 3 meter	$35.10
Fiber patch cord MM SC-LC 5 meter	$41.10

EXHIBIT 2

Fiber patch cord MM SC-LC 10 meter	$64.80
Fiber patch cord MM ST-LC 3 meter	$64.50
Fiber patch cord MM ST-LC 5 meter	$71.40
Fiber patch cord MM ST-LC 10 meter	$102.60
2.4Ghz 15 Dbi Yagi Antenna	$179.25
5Ghz 16.5 Dbi Yagi Antenna	$205.75
2.4Ghz 11 Dbi Omni Antenna	$166.00
5Ghz 11 Dbi Omni Antenna	$192.50
2.4Ghz 8 Dbi Panel Antenna	$192.50
5Ghz 8 Dbi Panel Antenna	$225.63
Cat 5e-6 Lightning protector	$162.50
HPE 5400R Zl2 Management Module Part# J9827A	$1,103.44
Aruba 7210 (US) 4p 10GBase-X (SFP+) 2p Dual (10/100/1000BASE-T/SFP) Controller. Part # Jw744A	$8,510.25
Aruba 5Y FC NBD Exch HW7210 Cntrl SVC [for JW744A] Part # HH9J1E	$2,116.00
Aruba PSU-350-AC 7200 Series Redundant Power Supply. Part # JW657A	$246.00
PC-AC-NA North America AC Power Cord. Part # JW124A	$10.53
Aruba Central Device Management/Cloud Services 2 Tokens 5yr Subscription E-rate Bundle E-STU.	$110.69

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$453.23
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$336.36
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$474.10
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Indoor Wi-Fi User Experience Sensor	$474.10
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
Components of Security Automation, Orchestration Based on ClearPass Policy Manager, which are required to install manage and maintain suggested network equipment (with 5 years License, maintenance/support or subscription included)	$1,347,913.77
Subscription for above per year beyond initial term	$136,723.26
Flow Collection Software	$1,912,680.00
Subscription for above per year beyond initial term	$381,820.10
Closet Bundle Goods	**Unit Price**
Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,517.40
Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$1,053.00
PDU with 8 5-15R connections	$303.60

Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,696.88
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,252.45
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,335.38
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,467.85

EXHIBIT 2

Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,587.70
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$24,133.09
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,590.44

Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,588.74
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,252.45
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,919.39

Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,247.35
Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,467.85
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,671.66

Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,583.10
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,587.70
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,590.44

EXHIBIT 2

Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,919.39
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,587.04
Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,583.64
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,483.09

EXHIBIT 2

Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,925.69
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$15.589.22
Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5.824.50
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,926.72
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,490.77

EXHIBIT 2

Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,923.32
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$14,298.94
Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,162.49
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,737.78
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,765.23
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$843.33
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$1,009.65
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,919.93
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,627.76
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,502.55
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,669.50

HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$2,003.40
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,838.15
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$187.41
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$188.20
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$188.20
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$232.07
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$234.46
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$86.93
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$87.73
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$130.01
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$754.43
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$755.24
Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$756.02
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$880.46
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$882.05
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$883.64
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$1,053.53
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$1,221.04
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$1,223.43
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$1,227.40
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$580.71
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,348.25
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$1,145.90
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$318.19
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF	$413.40
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF	$1,377.34
HP Aruba 2930F 8G PoE+ 2SFP+	$667.80
CAT6 Patch cord 7ft	$3.48
CAT6 Patch cord 10ft	$4.80
CAT6 Patch cord 15ft	$6.45
CAT6 Patch cord 25ft	$9.33
CAT6 Patch cord 50ft	$18.00
CAT6 Patch cord 75ft	$26.25
CAT6 Patch cord 100ft	$34.50
CAT6 Patch cord 150ft	$70.50
Fiber patch cord MM LC-LC 1 meter	$23.55

EXHIBIT 24

Fiber patch cord MM LC-LC 2 meter	$26.01
Fiber patch cord MM LC-LC 3 meter	$29.10
Fiber patch cord MM LC-LC 5 meter	$35.10
Fiber patch cord MM LC-LC 10 meter	$45.00
Fiber patch cord MM LC-LC 15 meter	$60.00
Fiber patch cord MM LC-LC 25 meter	$90.00
Fiber patch cord MM LC-LC 35 meter	$177.00
Fiber patch cord MM LC-LC 50 meter	$231.00
Fiber patch cord MM LC-LC 75 meter	$324.00
Fiber patch cord MM LC-LC 100 meter	$414.00
Fiber patch cord MM SC-LC 3 meter	$29.10
Fiber patch cord MM SC-LC 5 meter	$35.10
Fiber patch cord MM SC-LC 10 meter	$45.00
Fiber patch cord MM ST-LC 3 meter	$58.50
Fiber patch cord MM ST-LC 5 meter	$65.40
Fiber patch cord MM ST-LC 10 meter	$82.80
2.4Ghz 15 Dbi Yagi Antenna	$119.25
5Ghz 16.5 Dbi Yagi Antenna	$145.75
2.4Ghz 11 Dbi Omni Antenna	$106.00
5Ghz 11 Dbi Omni Antenna	$132.50
2.4Ghz 8 Dbi Panel Antenna	$132.50
5Ghz 8 Dbi Panel Antenna	$165.63
Cat 5e-6 Lightning protector	$132.50
HPE 5400R Zl2 Management Module Part# J9827A	$1,043.44
Aruba 7210 (US) 4p 10GBase-X (SFP+) 2p Dual (10/100/1000BASE-T/SFP) Controller. Part # Jw744A	$8,030.25
Aruba 5Y FC NBD Exch HW7210 Cntrl SVC [for JW744A] Part # HH9J1E	$1,996.00
Aruba PSU-350-AC 7200 Series Redundant Power Supply. Part # JW657A	$234.00
PC-AC-NA North America AC Power Cord. Part # JW124A	$4.53
Aruba Central Device Management/Cloud Services 2 Tokens 5yr Subscription E-rate Bundle E-STU.	$110.69

EXHIBIT 2

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 7, 2024

ThelPGuys.Net LLC d/b/a OneNet Global
7250 Metro Boulevard Suite #200
Edina, Minnesota, 55439

EXHIBIT 3

RE: FY21-188 - Structured Cabling & Enterprise Networking

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and ThelPGuys.Net LLC d/b/a OneNet Global. This is the result of the School Board's approval on July 23, 2024, for Item OO-25.
Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Maya Balseca, Purchasing Agent I
Jason Greenberg, Director, Infrastructure Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-07-23	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-25.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

REQUESTED ACTION:

Approve the First Amendment of The Agreement between Structured Cabling & Enterprise Networking (E-rate) and The School Board of Broward County, Florida, for a vendor name change from JDL Technologies, Inc., to TheIPGuys.net LLC, d/b/a OneNet Global; District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
First Amendment

FINANCIAL IMPACT:

There is no additional financial impact to the District for the name change amendment.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Matthew Bradford	Phone:	754-321-2307

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form \$4189 Revised 4/24
HH/VSW

Approved in Open Board Meeting On: July 23, 2024

By: _____
School Board Chair

EXHIBIT 3

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THEIPGUYS.NET LLC d/b/a ONENET GLOBAL
f/k/a JDL TECHNOLOGIES, INC.
having its principal place of business at
7250 Metro Blvd STE #200, Edina, Minnesota, 55439

WHEREAS, SBBC and JDL Technologies, Inc. entered into an Agreement dated December 29, 2020, pursuant to RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, to provide products and services for Group 2, enterprise networking; and

WHEREAS, on or about June 30, 2023, JDL Technologies, Inc. was acquired by TheIPGuys.Net LLC d/b/a OneNet Global; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to reflect this name change through this First Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change**. JDL Technologies, Inc. is replaced with its current, legal business entity name TheIPGuys.Net LLC d/b/a OneNet Global, by interlineation, within the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

1) First Amendment to Agreement; then;

EXHIBIT 3

2) The Agreement, then;
3) Addendum No. 1 to RFP FY21-188, then;
4) RFP FY21-188 - Structured Cabling & Enterprise Networking (E-Rate), then;
5) Proposal submitted by JDL in response to RFP FY21-188

1.04 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

EXHIBIT 3

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Date 7/23/24

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: TheIPGuys.Net LLC First Amendment
Date: 2024.05.28 13:36:15 -04'00'

_____
Office of the General Counsel

EXHIBIT 3

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

Donna J Stifter
Witness

Kaila Lemmer
Witness

TheIPGuys.Net LLC d/b/a OneNet Global

By _____
Signature

Printed Name: Robert Braunmeier

Title: CEO

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 28, 2024 (*date*) by Robert Braunmeier, CEO (*name of officer or agent, title of officer or agent*) of The IP Guys Net LLC d/b/a OneNet Global (*name of corporation acknowledging*), a Minnesota (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced drivers license (*type of identification*) as identification and who ☒did/☐did not first take an oath this 28 day of May, 2024.

My Commission Expires: 1/31/26

Signature – Notary Public

Donna J Stifter
Printed Name of Notary

(SEAL)

DONNA JEAN STIFTER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

3107346
Notary's Commission No.

EXHIBIT 3

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: The IPGuys.Net DBA OneNet Global

Event Name: Contract Extension Date/ Time:

Vendor FEIN:

Vendor's Authorized Representative Name and Title: Scott Fluegge - COO

Address: 7250 Metro Blvd, Suite 200

City: Ednia State: MN Zip Code: 55439

Phone Number: 952-960-1000 Email Address: scott.fluegge@onenetglobal.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 6fac015a-05d8-47dc-aa93-6657dec04caa Digitally signed by 6fac015a-05d8-47dc-aa93-6657dec04caa Date: 2025.12.15 15:30:44 -05'00'

AUTHORIZED SIGNATURE

Print Name and Title: Scott Fluegge COO Date: 12/15/25

EXHIBIT D

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

TheIPGuys.net, LLC d/b/a OneNet Global
Attn: Scott Fluegge
7250 Metro Blvd, Suite #200
Edina, Minnesota 55439

Phone: 954-334-0661
Email: scott.fluegge@onenetglobal.com

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Fluegge:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Scott Fluegge 12/15/25
Signature/Date - Authorized Representative

Scott Fluegge
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

United Data Technologies
Attn: Antolin Cossio
2900 Monarch Lakes Boulevard, Suite #300
Miramar, Florida, 33027

Email: tcossio@udtonline.com
Phone: 954-308-5100

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Cossio:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

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Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca

Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Jesus Pena
Jesus Pena (Dec 11, 2025 16:39:35 EST)

Signature/Date - Authorized Representative

Jesus Pena, EVP

Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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The School Board of Broward County, Florida

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

Universal Cabling Systems, Inc.
Attn: Ronald Dubeau
914 Fern Street
West Palm Beach, Florida 33401

Email: ron@ucscable.com
Phone: 561-659-6224 ext 206

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Dubreau:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

RONALD Dubeau
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: TheIPGuys.net d/b/a OneNet Global	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☑	☐	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☑	☐	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

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7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: United Data Technologies	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
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7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Universal Cabling Systems Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☑
Delivery as scheduled or promised	☐	☐	☐	☑	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT) ADDED

REQUESTED ACTION:

Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet

FINANCIAL IMPACT:

$358,850. The new total award amount will be $447,000. This program is being funded by Career and Professional Education (CAPE) funding.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Additional Spending Authority
AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact if the Board Voted Yes or No
-If the Board votes "Yes": Enrollment capacity in the EMT Academy will expand to serve up to two hundred twenty-five (225) students, across ten (10) schools, providing significantly more students with access to EMT training and eligibility for the Florida EMT exam. This expansion will strengthen college and career readiness by aligning with state and local workforce demands in healthcare and emergency services.
-If the Board votes "No": Enrollment will remain limited to South Plantation High School, limiting student access to a high-demand program, reducing the District's ability to respond to increased demand from high schools, and constraining student opportunities for EMT licensure and related career pathways.

Background/History
The original agreement provided spending authority for one (1) school. Due to overwhelming student demand and strong school-level interest, SBBC now seeks approval for additional spending authority to expand access to nine (9) additional high schools. This expansion ensures equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields.

Barry and SBBC will offer the current Emergency Medical Technician program at multiple high schools, including **Boyd Anderson High School, Charles Flanagan High School, Cooper City High School, Coral Springs High School, Deerfield Beach High School, Dillard 6-12 Magnet, Hallandale High School, Nova High School, and West Broward High School.** Additional spending authority is required to add the new schools requesting an addition to the program. This Agreement allows Barry to operate at multiple site locations and provides an opportunity for students to enroll in its Emergency Medical Technician program. Upon successful completion of the program, students will be qualified to take the State of Florida EMT Exam in compliance with Barry's licensure and accreditation with the State of Florida, Department of Health, and Bureau of Emergency Medical Services. The program prepares students for multiple career pathways, including employment as firefighter-paramedics, law enforcement officers, military service members, and emergency room technicians. Students gain both classroom instruction and hands-on clinical field experiences through Barry's established partnerships with fire departments, ambulance services, and hospitals across the region.

Agreement Term: December 17, 2024, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness
Guardrail 2: Equity

Measurable Outcome(s)/Return on Investment
Expanding the EMT Academy to the additional nine (9) schools will increase enrollment in a high-demand healthcare pathway, with more students becoming eligible for the Florida EMT certification exam. The program provides measurable workforce outcomes by preparing students with the skills and clinical experience needed for immediate employment or continued postsecondary study.

Financial Impact, Funding Source & Budget Status
The additional spending authority requested is $358,850. The new total award amount will be $447,000. This program is being funded by Career and Professional Education (CAPE) funding.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	12/17/2024	Yes	CAPE Funds Fund: 1000	$88,150	18
Additional spending authority	2/10/2026	Yes	CAPE Funds Fund: 1000	$358,850 (FY25-26)	N/A
Total Agreement Amount				**$447,000**	**18**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. The original Agreement is for eighteen (18) months from December 17, 2024, through June 30, 2026, with two (2) one (1) year renewal options. The total for eighteen (18) months is now $447,000. Pricing is based on a cost per student of $2150 for a Barry University Instructor, $1250 for a High school-provided Instructor, and assumes two hundred twenty-five (225) students.

Agreement Term: December 17, 2024, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
Pursuant to Purchasing Policy 3800, and Section III, D and E, as authorized by Rule 6A-1.012 11(b) and 14, Florida Administrative Code, the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, computer software, and information technology.

Impact on Schools:
Expands EMT program access, ensuring equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields.

If there is an impact on schools, how will schools be selected/prioritized:
All high schools were given the opportunity to show interest in bringing this program to their schools. As the schools are incurring the cost of the program, there was no prioritization in school selection.

Stakeholder Engagement/End-User Input: All high school principals were surveyed in January of 2025 to determine interest in adding the Barry University EMT program to their course offerings. Ten (10) school principals responded and have added the programs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR25-084	**Preparation Date:**	January 7, 2025
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	CYNTHIA GOMEZ
New Bid Award Total:	$447,000	**Bid Title:**	Barry University, Inc. Emergency Medical Technician (EMT)
Previous Award Total:	$88,150		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	12/17/2024	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	13

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$88,150**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5103630620000000	**Department/School Name**	CTACE
Commitment Item	53380000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Treasurer's Office

Agenda Item Number:	RR-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution No. 26-126 - Energy Lease Purchase Financing #5
This is a companion item to OO-1.

REQUESTED ACTION:

Adopt Resolution No. 26-126 - Energy Lease Purchase Financing #5; District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary. The attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

- Executive Summary
- Resolution 26-126
- Forms of Exhibits A-D

FINANCIAL IMPACT:

Approximately $45,000 in Bond and Special Tax Counsel fees will be paid from the Treasurer's Office budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Ivan Perrone	Phone:	754-321-1980

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Resolution No. 26-126 – Energy Lease Purchase Financing #5

Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution No. 26-126 – Energy Lease Purchase Financing #5

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": This will allow the District to provide the financing structure required for Energy Lease Purchase Financing Schedule #5 (Phase V), which is accompanied by Procurement's February 10, 2026 RSBM agenda item OO-1. This item RR-1 is contingent upon approval of Procurement's February 10, 2026 RSBM agenda item OO-1. (This is the financing component of agenda item OO-1.)

- If the School Board votes "No": This will not allow the District to provide the financing structure required for Energy Lease Purchase Financing Schedule #5 (Phase V), which is required in conjunction with Procurement's February 10, 2026 RSBM agenda item OO-1. This item RR-1 is contingent upon approval of Procurement's February 10, 2026 RSBM agenda item OO-1.

Background/History: The original Master Energy Lease financing was approved in conjunction with Procurement's May 19, 2020 RSBM agenda item E-10. Recommendation for Master Services Contract for Guaranteed Energy Performance Contracting Services (Phase 1) with Johnson Controls, Inc (JCI). This was authorized by Section 1013.23 Florida Statutes, entitle "Energy Efficiency Contracting."

Energy Lease Purchase Financing #2 (Phase II) was approved in conjunction with Procurement's December 14, 2021 RSBM agenda item OO-1.

Energy Lease Purchase Financing #3 (Phase III) was approved in conjunction with Procurement's February 15, 2023 RSBM agenda item OO-3.

Energy Lease Purchase Financing #4 (Phase IV) was approved in conjunction with Procurement's July 23, 2024 RSBM agenda item OO-6.

The District unanimously approved the next phase of services (Phases V - IX). The Project Development Plan (PDP) entered into by the District and JCI approved by the Board on August 19, 2025 RSBM agenda item OO-18, allows JCI to perform work related to the installation of improvement measures, which shall reduce energy consumption and produce a cost savings at certain facilities.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment:
The Energy Lease Purchase Financing (ELPF) has a similar structure to the District's current master equipment lease with Banc of America Public Capital Corp (BAPCC) for the current lease financing technology, buses, vehicles, etc. (i.e., escrow agreement, master lease, lease schedules, etc.). The unique relationship between this financing and the guaranteed energy cost savings by JCI dictates that we utilize BAPCC for the ELPF.

The following terms were offered by BAPCC for ELPF #5:

- Fixed Rate
- 15 years
- 4.264% interest rate
- Amount of lease: $14,760,460

The interest rate received is competitive based on recent comparable transactions of similar size and terms. The District's long-standing partnership with BAPCC provides the District with the most favorable rates.

Financial Impact, Funding Source & Budget Status: Approximately $45,000 in Bond and Special Tax Counsel fees will be paid from the Treasurer's Office budget. Once Phases V construction is completed, the guaranteed utility savings is projected to offset or exceed the payments on this lease; therefore, making it a cost neutral or positive savings for the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	2/10/2026	Yes	Treasurer's Office Budget	$45,000	1
First Amendment/Renewal - additional spending authority	N/A	N/A	N/A	N/A	N/A

Second Amendment/Renewal -additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—	$45,000	

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RESOLUTION NO. 26-126

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE NO. 5 TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP AND RELATED AGREEMENTS WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN ENERGY SERVICES EQUIPMENT IN AN AGGREGATE AMOUNT NOT EXCEEDING $14,760,460; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A FOURTH AMENDMENT TO THE MASTER SERVICES CONTRACT WITH JOHNSON CONTROLS, INC. AND RELATED DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida ("Lessee"), as the governing body of the School District of Broward County, Florida (the "District"), a political subdivision of the State of Florida, is authorized by the laws of the State of Florida and in particular Sections 1001.32(2) and 1001.42(2) to purchase, acquire and lease personal property for the benefit of Lessee and the District and to enter into contracts with respect thereto; and

WHEREAS, in order to purchase, acquire and lease certain energy services equipment Lessee entered into a Master Services Contract for Guaranteed Energy Performance Contracting Services ("Energy Performance-Based Contract") with Johnson Controls, Inc. (the "Energy Performance Contractor") dated as of May 29, 2020, as amended by the First Amended Energy Performance-Based Contract (as defined herein), dated as of December 14, 2021; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at nine (9) schools throughout the District in the aggregate amount of $4,543,100 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 1 Equipment"); and

WHEREAS, in order to finance the Schedule No. 1 Equipment, Lessee entered into a Master Equipment Lease/Purchase Agreement (the "Master Lease"), a Payment Schedule ("Payment Schedule") and Equipment Schedule No. 1 (the "Schedule No. 1"), with Banc of America Public Capital Corp ("Lessor"), each dated as of May 29, 2020; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at twenty-one (21) schools throughout the District in the aggregate amount of $10,262,600 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 2 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 2 Equipment, Lessee entered into a First Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor (the "First Amended Energy Performance-Based Contract"); and

WHEREAS, in order to finance the Schedule No. 2 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 2 to the Master Lease (the "Schedule No. 2") with Lessor; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at twenty-three (23) schools throughout the District in the aggregate amount of $11,187,200 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 3 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 3 Equipment, Lessee entered into a Second Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor; and

WHEREAS, in order to finance the Schedule No. 3 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 3 to the Master Lease with Lessor; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at thirty-one (31) schools throughout the District in the aggregate amount of $16,962,273 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 4 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 4 Equipment, Lessee entered into a Third Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor; and

WHEREAS, in order to finance the Schedule No. 4 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 4 to the Master Lease with Lessor; and

WHEREAS, Lessee desires to purchase, acquire and lease certain additional energy services equipment at twenty (20) schools throughout the District in the aggregate amount of $14,760,460 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 5 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 5 Equipment, Lessee proposes to enter into a Fourth Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor (the "Fourth Amended Energy Performance-Based Contract"), the form of which is attached hereto as **Exhibit A**; and

WHEREAS, in order to finance the Schedule No. 5 Equipment, Lessee proposes to enter into a Payment Schedule and an Equipment Schedule No. 5 to the Master Lease (the "Schedule No. 5") with Lessor, the form of which is attached hereto as **Exhibit B**; and

WHEREAS, the funds made available under Schedule No. 5 will be deposited with Argent Institutional Trust Company, a Florida trust company (the "Escrow Agent"), pursuant to an Escrow Agreement among Lessee, Lessor and the Escrow Agent (the "Escrow Agreement"), the form of

which is also attached hereto as **Exhibit C**; and

WHEREAS, such funds deposited with the Escrow Agent will be applied to the acquisition of the Schedule No. 5 Equipment in accordance with the Escrow Agreement; and

WHEREAS, there has been presented by Lessor to Lessee a term sheet dated January 20, 2026, containing the financial terms upon which Lessor is willing to lease the Equipment to Lessee, a form of which is attached hereto as **Exhibit D**; and

WHEREAS, Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Fourth Amended Energy Performance-Based Contract, and Schedule No. 5 attached thereto, and the Escrow Agreement for the acquisition, purchase, financing and leasing of the Schedule No. 5 Equipment therein described on the terms and conditions provided therein and in Exhibit D;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by The School Board of Broward County, Florida as follows:

Section 1. **Findings and Determinations**. It is hereby found and determined that the terms of the Fourth Amended Energy Performance-Based Contract, Schedule No. 5 and the form of Payment Schedule, both attached thereto, and the Escrow Agreement in the forms presented to the Lessee at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Schedule No. 5 Equipment.

Section 2. Approval of the Fourth Amended Energy Performance-Based Contract. The form, terms and provisions of the Fourth Amended Energy Performance-Based Contract as provided therein are hereby approved in substantially the form presented at this meeting as **Exhibit A**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Escrow Agreement and to deliver the Escrow Agreement to the Energy Performance Contractor, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 3. Approval of Schedule No. 5. Lessee hereby approves the execution of Schedule No. 5 for an amount not to exceed $14,760,460. The form, terms and provisions of the Master Lease, Schedule No. 5 and the Payment Schedule as provided therein, are hereby approved in substantially the form presented at this meeting as **Exhibit B**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Schedule No. 5 to the Master Lease and to deliver the Schedule No. 5 to the Master Lease to Lessor, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 4. Approval of Escrow Agreement. The form, terms and provisions of the Escrow Agreement as provided therein are hereby approved in substantially the form presented at this meeting as **Exhibit C**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Escrow Agreement and to deliver the Escrow Agreement to the respective parties thereto, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 5. Private Negotiated Financing. It is hereby found and declared that a private negotiated financing through the Schedule No. 5 of the Master Lease is in the best interest of Lessee and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

Due to (i) the volatility of the market for "annual appropriation" securities such as the Master Lease, (ii) the unique program of the Energy Performance Contractor under which energy savings will offset the cost of the Schedule No. 5 Equipment, (iii) the limited number of institutions engaged in the business of financing governmental equipment leases and the limited remedies under the Master Lease, the Lessee must be able to execute transactions at the most advantageous times, rather than at specific advertised dates, thereby permitting Lessee to obtain the best possible price and other terms for the Schedule No. 5 of the Master Lease.

Section 6. Other Actions Authorized. The officers and employees of Lessee including, without limitation, the Chair, Vice Chair, Secretary, Superintendent, the Chief Financial Officer, the Treasurer and the Office of the General Counsel are hereby authorized to take all action necessary or reasonably required by the parties to the Fourth Amended Energy Performance-Based Contract, the Schedule No. 5 to the Master Lease and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of one or more Schedules of Property, Acceptance Certificates, Incumbency Certificates, Payment Schedules, Disbursement Requests and any tax certificates and agreements, as contemplated in the Master Lease) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with such documents.

Section 7. No General Liability. Nothing contained in this Resolution, the Fourth Amended Energy Performance-Based Contract, the Master Lease, the Escrow Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Fourth Amended Energy Performance-Based Contract, the Master Lease, Schedule No. 5, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Master Lease are special limited obligations of Lessee, subject to annual appropriation as provided in the Master Lease.

Section 8. Appointment of Authorized Lessee Representatives. The Superintendent, the Chief Financial Officer and the Treasurer of Lessee are each hereby designated to act as authorized representatives of Lessee for purposes of the Master Lease and Schedule No.

5 until such time as Lessee shall designate any other or different authorized representative for purposes of the Master Lease.

Section 9. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10. Repealer. All resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 11. Open Meetings. It is hereby found and determined that all formal actions of Lessee concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution, and all deliberations of Lessee that resulted in such formal action were adopted in compliance with all legal requirements, including, without limitation, the provisions of Chapter 286, Florida Statutes.

Section 12. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted this 10th day of February, 2026.

[SEAL]

_____
Sarah Leonardi, Chair
The School Board of Broward County, Florida

Attest:

_____
Dr. Howard Hepburn, Secretary
The School Board of Broward County, Florida

EXHIBIT A

Form of Fourth Amended Energy Performance-Based Contract

FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES

THIS FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES ("MASTER AGREEMENT") is made and entered into as of this ____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC OR CUSTOMER"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOHNSON CONTROLS, INC.
(hereinafter referred to as "CONTRACTOR OR JCI"),
having a place of business at
15901 SW 29TH St., Suite #801, Miramar, FL 33027

WHEREAS, SBBC and JCI entered into the Master Agreement dated May 19, 2020, as amended by the First Amendment dated December 14, 2021; the Second Amendment dated June 22, 2023, and the Third Amendment dated July 25, 2024 (hereafter "Agreement"); and

WHEREAS, the Agreement is for energy and utility conservation measures in educational facilities to reduce the amount of energy consumed and produce immediate and long-term savings; and

WHEREAS, on August 19, 2025, in accordance with and pursuant to Section 489.145, Florida Statutes, SBBC and JCI entered into a Project Development Agreement (the "Phase V PDA") pursuant to which JCI agreed to provide a Detail Development Summary (the "Report") for energy cost savings for an additional phase of work; and

WHEREAS, as authorized in the Phase V PDA, SBBC desires to retain JCI to perform the work specified in Article 1 (Scope of Work) hereto (the "Phase V Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement with respect to the Phase V Work through this Fourth Amendment to the Agreement (hereafter "Fourth Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

As authorized in the Master Agreement recital 33 – Modifications, SBBC and JCI agree to add the locations outlined below to the Agreement to install the improvement measures specified in Schedule 1 attached hereto at the following schools:

#	School Name
1	Annabel C Perry PreK-8
2	Apollo MS
3	Attucks MS
4	Bair MS
5	Coral Glades HS
6	Croissant Park ES
7	Crystal Lake MS
8	Cypress Bay HS
9	Dave Thomas West Center
10	Falcon Cove MS
11	Lakeside ES
12	Lauderhill 6-12
13	Miramar HS
14	Nova MS
15	Piper HS
16	Pompano Beach HS
17	Riverland ES
18	Seagull School
19	Virginia S Young Montessori
20	Wingate Oaks Ctr

The Agreement shall be amended by adding the following Articles, identified below and attached hereto, with respect to the Phase V Work:

Article 1 – Scope of Work
Article 2 – Assured Performance Guarantee
Article 3 – Customer Responsibilities
Article 4 – Price and Payment Terms

SBBC shall issue a Notice to Proceed for the Phase V Work to JCI prior to commencement of such work and shall execute a Certificate of Substantial Completion and a Certificate of Final Completion related to such work. The Warranty Period and Guarantee Term for the Phase V work shall be based on the date of Substantial Completion of such Phase V work. For the avoidance of doubt, the Phase V Work is separate and distinct from the phases of work previously performed, or in the process of being performed, under the Agreement.

1.03 **Cost of Services.** SBBC shall pay JCI for services rendered for the Phase V Work and related M&V Services in accordance to the attached Article 4 under this Fourth Amendment.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fourth Amendment to Agreement; **then**
b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect. This Fourth Amendment shall have no effect on the Work being performed in accordance with the original schedules attached to the Agreement or the schedules attached to the Second Amendment.

1.06 **Authority.** Each person signing this Fourth Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR:

(Corporate Seal)

JOHNSON CONTROLS, INC.

ATTEST:

By_____
Signature

_____
, Secretary

Printed Name: _____

-or-

Title: _____

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____(date) by _____ (name of officer/agent and title of officer/agent) of _____ (name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____(type of identification) as identification and who did/ did not first take an oath this _____day of _____, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

Article 1. SCOPE OF WORK

Scope of Work Summary	
FIM – 1	LED Lighting Upgrades
FIM – 2	Water Conservation
FIM – 3	Compactors

FIM–1: LED Lighting Upgrades

This Scope of Work includes materials and labor for the following:

Materials and labor to perform the lighting system improvements as detailed in *FIM-1 Appendix*. Space generalizations are described below. These generalizations apply only to areas and fixtures specified in *FIM-1 Appendix.*

- Fluorescent T8 and T12 lamps will be eliminated in specified areas and new LED technology T8 tubes, retrofit kits, or new fixtures will be installed. For new LED tube locations, the existing T8 ballasts will be removed. Existing incandescent and compact fluorescent lamps will be replaced with high efficiency LED lamps or replaced with new LED recessed can kits (only for existing specified recessed-can fixtures).
- Gym high bay fixtures not currently fitted with LED technology fixtures will be replaced with new high bay LED technology fixtures.
- Exterior wall pack fixtures not currently fitted with LED technology will be replaced with new LED wall pack fixtures.
- Exterior pole metal halide and high pressure sodium shoebox fixtures will be replaced with new LED shoebox, cobra head, or slip-fitter type fixtures.
- Exterior metal halide can fixtures will be replaced with LED recessed can kits.
- Wireless ceiling motion sensors or wall switch sensors will be installed based on room size and relative space usage. Gyms getting new LED fixtures will have fixture-mounted occupancy sensors. For complete sensor locations and type see *FIM-1 Appendix*

The following table provides a summary of the quantities of fixtures improved by these upgrades.

Column Header Descriptions
“Add" denoted the install of sockets.
“New Fixture” denotes a new fixture installation.
“Retrofit” denotes a TLED retrofit and also HID or CLF to LED relamps where the HID ballast is removed.
“Retrofit with Kit” denotes recessed can fixtures retrofit with a LED retrofit kit and the use of a LED door kit or a reflector kit in addition to the TLED retrofit.
“Relamp” denotes screw-in replacements in fixtures with no existing ballasts (incandescent fixtures, CFLs, Halogens).

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Annabel C. Perry PreK-8				**17**	**157**	**1755**	**261**	**2190**
SEN - Sensor/Controls							261	261
CF - Compact Fluorescent				2				2
ECF - Exit Sign					69			69
EMG - Frogeye					24			24
FT12 - T12 and other Linear Fluorescent						1168		1168
FT8 - T8 Linear Fluorescent						585		585
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				13	10			23
I - Standard Incandescent				2				2
LED					54			54
Annabel C. Perry PreK-8 - EXTERIOR					**213**			**213**
FT12 - T12 and other Linear Fluorescent					1			1
FT8 - T8 Linear Fluorescent					1			1
H - Halogen Incandescent					2			2
HPS - High Pressure Sodium					5			5
LED					204			204
Apollo MS	**84**	**32**	**85**	**17**	**409**	**2503**	**308**	**3438**
Replace Sensor	84							84
SEN - Sensor/Controls							308	308
CF - Compact Fluorescent			85			1		86
ECF - Exit Sign					85			85
EMG - Frogeye					111			111
FT12 - T12 and other Linear Fluorescent					2	1		3
FT8 - T8 Linear Fluorescent						2499		2499
H - Halogen Incandescent				7				7
I - Standard Incandescent				10				10
LED		14			210			224
MH Metal Halide Fixtures		18				2		20
Apollo MS - EXTERIOR		**50**	**2**	**1**	**54**			**107**
CF - Compact Fluorescent		2	2					4
FT8 - T8 Linear Fluorescent		13						13
I - Standard Incandescent		5		1				6
LED					54			54
MH Metal Halide Fixtures		30						30
Attucks MS			**9**	**24**	**306**	**2928**	**327**	**3594**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
SEN - Sensor/Controls							327	327
CF - Compact Fluorescent			9		6	1		16
ECF - Exit Sign					98			98
EMG - Frogeye					1			1
FT12 - T12 and other Linear Fluorescent						695		695
FT8 - T8 Linear Fluorescent					2	2208		2210
H - Halogen Incandescent				21				21
I - Standard Incandescent				3				3
LED					184			184
LED Tube					15			15
MV Mercury Vapor						24		24
Attucks MS - EXTERIOR		**69**			**130**	**2**		**201**
EMG - Frogeye					1			1
FT8 - T8 Linear Fluorescent		4				2		6
HPS - High Pressure Sodium		7						7
LED					120			120
MH Metal Halide Fixtures		58			9			67
Bair MS	**8**	**20**		**14**	**234**	**2093**	**346**	**2715**
Replace Lens	8							9
SEN - Sensor/Controls					8		346	354
CF - Compact Fluorescent					2			2
ECF - Exit Sign					128			128
EMG - Frogeye					4			4
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					39	2091		2130
I - Standard Incandescent				14				14
LED					15			15
LED Tube					36			36
MH Metal Halide Fixtures		20						20
Bair MS - EXTERIOR		**73**			**16**			**89**
CF - Compact Fluorescent		2						2
FT8 - T8 Linear Fluorescent		71						71
LED					15			15
MH Metal Halide Fixtures					1			1
Coral Glades HS		**49**	**139**	**55**	**313**	**4086**	**387**	**5029**
SEN - Sensor/Controls							387	387
CF - Compact Fluorescent			139					139
ECF - Exit Sign					137			137
FT8 - T8 Linear Fluorescent					26	4086		4112

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
H - Halogen Incandescent				25	10			35
I - Standard Incandescent				30				30
LED		46			140			186
MH Metal Halide Fixtures		3						3
Coral Glades HS - EXTERIOR		**133**	**6**		**152**			**291**
CF - Compact Fluorescent		98			8			106
FT8 - T8 Linear Fluorescent		9						9
HPS - High Pressure Sodium		24						24
LED					144			144
MH Metal Halide Fixtures		2	6					8
Croissant Park ES	**4**	**11**	**8**	**4**	**99**	**1808**	**204**	**2138**
Replace Lens	4							4
SEN - Sensor/Controls							204	204
CF - Compact Fluorescent		11	8			1		20
ECF - Exit Sign					35			35
EMG - Frogeye					9			9
FT8 - T8 Linear Fluorescent					3	1807		1810
H - Halogen Incandescent					32			32
I - Standard Incandescent				4				4
LED					20			20
Croissant Park ES - EXTERIOR		**212**	**11**		**22**			**245**
CF - Compact Fluorescent		12						12
FT8 - T8 Linear Fluorescent		111						111
HPS - High Pressure Sodium		89	11		10			110
LED					12			12
Crystal Lake MS	**11**	**3**		**21**	**253**	**2629**	**438**	**3355**
Replace Lens	11							11
SEN - Sensor/Controls							438	438
CF - Compact Fluorescent		3						3
ECF - Exit Sign					92			92
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					2	2395		2397
FT8 - T8 Linear Fluorescent						234		234
H - Halogen Incandescent				8				8
I - Standard Incandescent				13	4			17
LED					120			120
LED Tube					1			1
Crystal Lake MS - EXTERIOR		**90**	**28**	**20**	**67**	**12**		**217**
CF - Compact Fluorescent			16					16

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT8 - T8 Linear Fluorescent		59						59
I - Standard Incandescent				20				20
LED					61			61
MH Metal Halide Fixtures		31	12		6	12		61
Cypress Bay HS	**11**		**432**	**6**	**278**	**4149**	**688**	**5564**
Replace Lens	11							11
SEN - Sensor/Controls					1		688	689
CF - Compact Fluorescent			320					320
ECF - Exit Sign					144			144
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					8	4		12
FT8 - T8 Linear Fluorescent					8	4145		4153
H - Halogen Incandescent			112					112
I - Standard Incandescent				6	3			9
LED					76			76
LED Tube					4			4
Cypress Bay HS - EXTERIOR		**231**			**294**	**7**		**532**
FT8 - T8 Linear Fluorescent		5				7		12
HPS - High Pressure Sodium		208						208
LED					229			229
MH Metal Halide Fixtures		18			65			83
Dave Thomas West Center			**9**	**13**	**84**	**1206**	**216**	**1528**
SEN - Sensor/Controls							216	216
CF - Compact Fluorescent			9					9
ECF - Exit Sign					41			41
EMG - Frogeye					7			7
FT12 - T12 and other Linear Fluorescent					4			4
FT8 - T8 Linear Fluorescent						1206		1206
H - Halogen Incandescent				12	3			15
I - Standard Incandescent				1				1
LED					29			29
Dave Thomas West Center - EXTERIOR		**75**	**5**		**71**			**151**
CF - Compact Fluorescent		57	5					62
HPS - High Pressure Sodium		18			3			21
LED					68			68
Falcon Cove MS		**15**	**30**	**6**	**1004**	**2991**	**480**	**4526**
SEN - Sensor/Controls							480	480
CF - Compact Fluorescent			30		12			42

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
ECF - Exit Sign					136			136
EMG - Frogeye					5			5
FT8 - T8 Linear Fluorescent					3	2991		2994
H - Halogen Incandescent				6				6
LED					836			836
LED Tube					12			12
MH Metal Halide Fixtures		15						15
Falcon Cove MS - EXTERIOR		**44**	**8**		**283**			**335**
CF - Compact Fluorescent		2	8					10
FT8 - T8 Linear Fluorescent		31						31
HPS - High Pressure Sodium		11						11
LED					282			282
MH Metal Halide Fixtures					1			1
Lakeside ES			**1**		**174**	**2071**	**232**	**2478**
SEN - Sensor/Controls							232	232
CF - Compact Fluorescent			1					1
ECF - Exit Sign					39			39
EMG - Frogeye					3			3
FT8 - T8 Linear Fluorescent					1	2071		2072
LED					131			131
Lakeside ES - EXTERIOR					**61**			**61**
LED					61			61
Lauderhill 6-12	**21**	**18**	**88**	**2**	**295**	**2276**	**255**	**2955**
Replace Lens	21							21
SEN - Sensor/Controls					3		255	258
CF - Compact Fluorescent		18	88	1	2	54		163
ECF - Exit Sign					82			82
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					22	2220		2242
I - Standard Incandescent				1				1
LED					169			169
LED Tube					1			1
Lauderhill 6-12 - EXTERIOR		**57**			**39**			**96**
CF - Compact Fluorescent		16						16
FT8 - T8 Linear Fluorescent		31						31
LED					38			38
MH Metal Halide Fixtures		10			1			11
Miramar HS	**85**	**10**	**71**	**48**	**619**	**3655**	**741**	**5229**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Replace Lens	85							85
SEN - Sensor/Controls							741	741
CF - Compact Fluorescent		1	71	17				89
ECF - Exit Sign					131			131
EMG - Frogeye					22			22
FT12 - T12 and other Linear Fluorescent						20		20
FT8 - T8 Linear Fluorescent					6	3624		3630
FU - U-Tube Fluorescent						11		11
H - Halogen Incandescent				4	24			28
I - Standard Incandescent				27	13			40
LED					359			359
LED Tube					28			28
LED Tube					36			36
MH Metal Halide Fixtures		9						9
Miramar HS - EXTERIOR		**129**	**42**		**119**	**9**		**299**
CF - Compact Fluorescent			18					18
EMG - Frogeye					8			8
FT8 - T8 Linear Fluorescent		126				9		135
HPS - High Pressure Sodium			20					20
LED					111			111
MH Metal Halide Fixtures		3	4					7
Nova MS	**23**	**16**	**71**	**36**	**170**	**1752**	**332**	**2400**
Replace Lens	23							23
SEN - Sensor/Controls					9		332	341
CF - Compact Fluorescent			71					71
ECF - Exit Sign					45			45
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					28	1347		1375
FT8 - T8 Linear Fluorescent					12	403		415
FU - U-Tube Fluorescent						2		2
I - Standard Incandescent				36				36
LED					42			42
MH Metal Halide Fixtures		16						16
Nova MS - EXTERIOR		**82**	**11**	**11**	**81**	**25**		**210**
CF - Compact Fluorescent		17	11			25		53
FT8 - T8 Linear Fluorescent		65						61
I - Standard Incandescent				11				11
LED					81			81
Piper HS	**9**		**22**	**58**	**718**	**4508**	**515**	**5830**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Replace Lens	9							9
SEN - Sensor/Controls							515	515
CF - Compact Fluorescent			22			4		26
ECF - Exit Sign					225			225
EMG - Frogeye					88			88
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					1	4477		4478
H - Halogen Incandescent					78			78
I - Standard Incandescent				58				58
LED					326			326
MH Metal Halide Fixtures						25		25
Piper HS - EXTERIOR		**31**	**35**		**255**	**43**		**364**
CF - Compact Fluorescent			7					7
FT8 - T8 Linear Fluorescent		22				3		25
LED					234			234
MH Metal Halide Fixtures		9	28		21	40		98
Pompano Beach HS		**29**	**338**	**26**	**268**	**3125**	**501**	**4287**
SEN - Sensor/Controls							501	501
CF - Compact Fluorescent		9	338			4		351
ECF - Exit Sign					127			127
EMG - Frogeye					33			33
FT12 - T12 and other Linear Fluorescent						21		21
FT8 - T8 Linear Fluorescent					11	2961		2972
FU - U-Tube Fluorescent						139		139
H - Halogen Incandescent				25	31			56
I - Standard Incandescent				1				1
LED		10			65			75
LED Tube					1			1
MH Metal Halide Fixtures		10						10
Pompano Beach HS - EXTERIOR		**193**	**48**		**23**	**7**		**271**
CF - Compact Fluorescent		120	36					156
FT8 - T8 Linear Fluorescent		40						40
HPS - High Pressure Sodium		5						5
LED					23			23
MH Metal Halide Fixtures		28	12			7		47
Riverland ES	**12**			**10**	**68**	**1456**	**146**	**1692**
Replace Lens	12							12
SEN - Sensor/Controls							146	146
ECF - Exit Sign					30			30

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
EMG - Frogeye					13			13
FT12 - T12 and other Linear Fluorescent					3	2		5
FT8 - T8 Linear Fluorescent					8	1447		1455
FU - U-Tube Fluorescent						7		7
H - Halogen Incandescent				10				10
LED					14			14
Riverland ES - EXTERIOR		**108**		**3**	**15**			**126**
FT8 - T8 Linear Fluorescent		95						95
HPS - High Pressure Sodium		13						13
I - Standard Incandescent				3				3
LED					15			15
Seagull School		**7**	**23**	**4**	**97**	**1235**	**138**	**1504**
SEN - Sensor/Controls							138	138
CF - Compact Fluorescent		7	23			12		42
ECF - Exit Sign					64			64
EMG - Frogeye					28			28
FT12 - T12 and other Linear Fluorescent						4		4
FT8 - T8 Linear Fluorescent					2	1218		1220
FU - U-Tube Fluorescent						1		1
I - Standard Incandescent				4				4
LED					3			3
Seagull School - EXTERIOR		**105**			**69**			**174**
CF - Compact Fluorescent		65						65
FT8 - T8 Linear Fluorescent		6						6
HPS - High Pressure Sodium		20						20
LED					69			69
MH Metal Halide Fixtures		14						14
Virginia S. Young Montessori				**19**	**32**	**1560**	**284**	**1895**
SEN - Sensor/Controls							284	284
CF - Compact Fluorescent				4				4
ECF - Exit Sign					18			18
EMG - Frogeye					3			3
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					8	1552		1560
FU - U-Tube Fluorescent						6		6
H - Halogen Incandescent				10				10
I - Standard Incandescent				5				5
LED					3			3

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Virginia S. Young Montessori - EXTERIOR		**52**			**95**	**3**		**150**
CF - Compact Fluorescent						3		3
FT8 - T8 Linear Fluorescent		49						49
HPS - High Pressure Sodium		1						1
LED					95			95
MH Metal Halide Fixtures		2						2
Wingate Oaks Ctr				**21**	**143**	**1558**	**201**	**1923**
SEN - Sensor/Controls							201	201
CF - Compact Fluorescent				2		1		3
ECF - Exit Sign					35			35
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						1		1
FT8 - T8 Linear Fluorescent						1542		1542
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				6				6
I - Standard Incandescent				13				13
LED					91			91
LED Tube					1			1
MH Metal Halide Fixtures						12		12
Wingate Oaks Ctr - EXTERIOR		**38**		**1**	**81**	**3**		**123**
FT8 - T8 Linear Fluorescent		16						16
HPS - High Pressure Sodium		16			15			31
I - Standard Incandescent				1				1
LED					63			63
MH Metal Halide Fixtures		6			3	3		12
Grand Total	268	1982	1522	437	7861	49455	7000	68525

The table below list fixtures that will not be retrofitted because either they have been previously retrofitted with LED lamps, have been asked to be excluded, or because they are specialty lighting.

Existing Technology Types by Building (Excluded from Scope)	**Grand Total**
Annabel C. Perry PreK-8	**157**
ECF - Exit Sign	69
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	26
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	43
EMG - Frogeye	24

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Frogeye LED , (2) 1W lamp - No Measure Recommended	24
H - Halogen Incandescent	10
Track Head Fixture, Halogen, (1) 150W lamp - No Measure Recommended	10
LED	54
1x4 Layin Prismatic Fixture, LED Luminaire, 16W - No Measure Recommended	19
2x2 Layin Prismatic Fixture, LED Luminaire, 22W - No Measure Recommended	9
4' Strip Fixture, LED Luminaire, 10W - No Measure Recommended	16
4' Wrap Fixture, LED Luminaire, (2) 16W, with Separate or Integrated Driver Component - No Measure Recommended	9
4' Wrap Fixture, LED Luminaire, 16W - No Measure Recommended	1
Annabel C. Perry PreK-8 - EXTERIOR	**213**
FT12 - T12 and other Linear Fluorescent	1
4' Vapor Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	1
2' Vapor Proof Fixture, Fluorescent, (2) 24" T-8 lamps, Electronic Ballast - No Measure Recommended	1
H - Halogen Incandescent	2
Flood Fixture, Halogen, (1) 300W lamp - No Measure Recommended	2
HPS - High Pressure Sodium	5
Exterior Wall Pack Fixture, High Pressure Sodium, (1) 100W lamp - No Measure Recommended	5
LED	204
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	71
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	48
Exterior Wall Pack Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	3
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 110W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	69
Apollo MS	**409**
No Fixture Existing, NO LIGHTING IN THIS SPACE - No Measure Recommended	1
ECF - Exit Sign	85
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	85
EMG - Frogeye	111
Frogeye LED , (2) 1W lamp - No Measure Recommended	111
FT12 - T12 and other Linear Fluorescent	2
Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	210
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	43
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	47
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	65
4' Industrial Fixture, LED Luminaire, 10W - No Measure Recommended	18

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	6
8" Round Recessed Can Fixture, LED Luminaire, 12W - No Measure Recommended	5
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED (2) Screw-in Lamps, 9W - No Measure Recommended	1
Exit Sign (Red), Emergency Lights, LED Luminaire, 5W - No Measure Recommended	22
Apollo MS - EXTERIOR	**54**
LED	54
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Canopy Fixture, LED Luminaire, 22W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	26
Exterior Wall Pack Fixture, LED Luminaire, 25W - No Measure Recommended	9
Recessed Can Fixture, LED Luminaire, 14W - No Measure Recommended	15
Attucks MS	**306**
CF - Compact Fluorescent	6
Explosion Proof Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base - No Measure Recommended	6
ECF - Exit Sign	98
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	94
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	184
12" Round Recessed Can Fixture, LED Luminaire, 60W - No Measure Recommended	36
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	1
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	46
4' Strip Fixture, LED Luminaire, 30W - No Measure Recommended	41
4' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	2
Exterior Canopy Fixture, LED Luminaire, 24W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 60W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	4
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	35
LED Tube	15
2' Recessed Fixture, LED Tube, (2) 24" T-8 , Electronic Ballast - No Measure Recommended	8
4' Strip Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	7
Attucks MS - EXTERIOR	**130**
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
LED	120
4' Vapor Proof Fixture, LED Luminaire, 25W - No Measure Recommended	53

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	30
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	36
Pole-Mounted Cobrahead Fixture, LED Luminaire, 75W - No Measure Recommended	1
MH Metal Halide Fixtures	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	9
Bair MS	**234**
Removed From Scope	10
CF - Compact Fluorescent	2
Explosion Proof Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base - No Measure Recommended	2
ECF - Exit Sign	128
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	7
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	121
EMG - Frogeye	4
Frogeye LED , (2) 1W lamp - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	39
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	36
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	15
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	7
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	36
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	24
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	5
4' Wrap Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	3
High Bay Fixture, LED Tube, (4) 48" Direct-Wire T-8 - No Measure Recommended	4
Bair MS - EXTERIOR	**16**
LED	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, (2) 120W - No Measure Recommended	11
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Coral Glades HS	**313**
ECF - Exit Sign	137
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	137
FT8 - T8 Linear Fluorescent	26
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95) - DELAMPED - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	18
H - Halogen Incandescent	10
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	10
LED	140
2x2 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	6
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	91
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	5
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	12
High Bay Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	15
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
LED Screw-in Lamp, (2) 6W - No Measure Recommended	4
Coral Glades HS - EXTERIOR	**152**
CF - Compact Fluorescent	8
Compact Fluorescent, Multi, 4-pin, (1) 42W lamp - No Measure Recommended	8
LED	144
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	7
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	40
Exterior Wall Pack Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	14
Exterior Wall Pack Fixture, LED Screw-in Lamp, 45W - No Measure Recommended	2
LED Luminaire, 20W - No Measure Recommended	1
LED Screw-in Lamp, 18W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	65
Croissant Park ES	**99**
ECF - Exit Sign	35
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	35
EMG - Frogeye	9
Frogeye LED , (2) 1W lamp - No Measure Recommended	9
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
H - Halogen Incandescent	32
Track Head Fixture, Halogen, (1) 120W lamp - No Measure Recommended	32
LED	20

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	11
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	6
Croissant Park ES - EXTERIOR	**22**
HPS - High Pressure Sodium	10
Pole, Spider Mount, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	9
LED	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	2
Exterior Wall Pack Fixture, Cutoff, LED Luminaire, 20W - No Measure Recommended	1
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Crystal Lake MS	**253**
ECF - Exit Sign	92
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	92
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	4
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
LED	120
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	6
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	55
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	12
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	30
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
2x4 Layin Prismatic Fixture, LED Tube, (5) 48", 12W LED Tube, Line Voltage - No Measure Recommended	1
Crystal Lake MS - EXTERIOR	**67**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	18
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	31
LED Screw-in Lamp, 18W - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 125W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (3) 125W - No Measure Recommended	1
Pole-Mounted Cobrahead Fixture, LED Luminaire, 125W - No Measure Recommended	7
MH Metal Halide Fixtures	6
Pole-Mounted Flood Fixture, Metal Halide, (4) 750W lamp, Magnetic ballast - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 250W lamp, Magnetic ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Cypress Bay HS	**278**
Specialty Sign - No Measure Recommended	1
ECF - Exit Sign	144
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	12
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	132
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	4
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	8
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
Explosion Proof Fixture, Fluorescent, (3) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	3
China Hat Fixture, Incandescent, (1) 250W lamp - No Measure Recommended	3
LED	76
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	3
8' Strip Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	8
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	56
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Luminaire, 24W - No Measure Recommended	2
LED Tube	4
2x4 Layin Prismatic Fixture, LED Tube, (1) 48" Direct-Wire T-8 - No Measure Recommended	4
Cypress Bay HS - EXTERIOR	**294**
LED	229
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	142
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	60

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	1
LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	5
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	12
MH Metal Halide Fixtures	65
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	37
Pole-Mounted Shoebox Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	28
Dave Thomas West Center	**84**
ECF - Exit Sign	41
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	7
Frogeye LED , (2) 1W lamp - No Measure Recommended	7
FT12 - T12 and other Linear Fluorescent	4
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
H - Halogen Incandescent	3
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	3
LED	29
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	4
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	24
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
Dave Thomas West Center - EXTERIOR	**71**
HPS - High Pressure Sodium	3
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	3
LED	68
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	34
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	23
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	8
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	3
Falcon Cove MS	**1004**
CF - Compact Fluorescent	12
Explosion Proof Fixture, Compact Fluorescent, Multi, GU24 with Integrated Ballast, (1) 42W lamp - No Measure Recommended	12
ECF - Exit Sign	136
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	136
EMG - Frogeye	5
Frogeye LED , (2) 1W lamp - No Measure Recommended	5

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	836
1x4 Layin Volumetric Fixture, LED Luminaire, 34W - No Measure Recommended	24
2' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	1
2' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	2
2x4 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	34
2x4 Layin Volumetric Fixture, LED Luminaire, 39W - No Measure Recommended	528
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
4' Strip Fixture, LED Luminaire, 25W - No Measure Recommended	15
6" Round Recessed Can Fixture, LED Luminaire, 10W - No Measure Recommended	101
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	114
High Bay Fixture, LED Luminaire, 175W - No Measure Recommended	15
LED Tube	12
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	2
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	10
Falcon Cove MS - EXTERIOR	**283**
LED	282
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	77
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	6
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	105
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	39
LED Luminaire, 60W - No Measure Recommended	12
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 120W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, 120W - No Measure Recommended	27
MH Metal Halide Fixtures	1
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	1
Lakeside ES	**174**
ECF - Exit Sign	39
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	2
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
LED	131
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	103
LED Luminaire, 20W - No Measure Recommended	6
Track Head Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	20
Lakeside ES - EXTERIOR	**61**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	33
Pole-Mounted Shoebox Fixture, LED Luminaire, 20W - No Measure Recommended	6
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	22
Lauderhill 6-12	**295**
	3
No Fixture Existing, - No Measure Recommended	3
CF - Compact Fluorescent	2
Explosion Proof Fixture, Compact Fluorescent, twin, (2) 9W lamps - No Measure Recommended	2
ECF - Exit Sign	82
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	8
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	74
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
FT8 - T8 Linear Fluorescent	22
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	10
LED	169
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	78
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 24W - No Measure Recommended	1
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	48
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
High Bay Fixture, LED Luminaire, 150W - No Measure Recommended	25
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	6
Keyless Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
LED Luminaire, 15W - No Measure Recommended	4
LED Screw-in Lamp, 9W - No Measure Recommended	2
Vanity Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	1
LED Tube	1
3' Strip Fixture, LED Tube, (1) 24" Direct-Wire T-8 - No Measure Recommended	1
Lauderhill 6-12 - EXTERIOR	**39**
LED	38
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	13
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	15

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 90W, with Separate or Integrated Driver Component - No Measure Recommended	7
Pole-Mounted Shoebox Fixture, LED Luminaire, 90W - No Measure Recommended	2
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Miramar HS	**619**
ECF - Exit Sign	131
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	131
EMG - Frogeye	22
Frogeye LED , (2) 1W lamp - No Measure Recommended	22
FT8 - T8 Linear Fluorescent	6
3' Wrap Fixture, Fluorescent, (1) 36" T-8 lamps, Electronic Ballast - No Measure Recommended	4
4' Wrap Fixture, Fluorescent, (1) 48" T-8 @ 28W lamp, Electronic Ballast - No Measure Recommended	2
H - Halogen Incandescent	24
8" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	6
Cylinder Fixture, Halogen, (1) 120W lamp - No Measure Recommended	18
I - Standard Incandescent	13
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
Steplight Fixture, Incandescent, (2) 5W lamp - No Measure Recommended	9
LED	359
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	91
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	145
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	69
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	5
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	15
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	18
LED Screw-in Lamp, 9W - No Measure Recommended	11
LED Tube	28
2x4 Layin Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	24
2x4 Surface Mount Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	4
LED Tube	36
1x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	32
2x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	4
Miramar HS - EXTERIOR	**119**
EMG - Frogeye	8
Frogeye LED , (2) 1W lamp - No Measure Recommended	8
LED	111

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x4 Layin Volumetric Fixture, LED Luminaire, 20W - No Measure Recommended	17
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	23
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	9
Exterior Canopy Fixture, LED Luminaire, 10W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	13
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	18
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	17
Nova MS	**170**
	9
No Fixture Existing, - No Measure Recommended	9
ECF - Exit Sign	45
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	45
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	28
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	26
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
FT8 - T8 Linear Fluorescent	12
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
LED	42
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	34
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	5
Keyless Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
Nova MS - EXTERIOR	**81**
LED	81
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	10
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	37
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	32
Piper HS	**718**
ECF - Exit Sign	225
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	37
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	188
EMG - Frogeye	88
Frogeye LED , (2) 1W lamp - No Measure Recommended	88

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	1
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
H - Halogen Incandescent	78
10" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	60
Track Head Fixture, Halogen, (1) 250W lamp - No Measure Recommended	18
LED	326
12" Square Drum Fixture, LED Luminaire, 28W - No Measure Recommended	2
1x4 Layin Prismatic Fixture, LED Luminaire, 49W - No Measure Recommended	4
2x2 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	4
2x4 Layin Prismatic Fixture, LED Luminaire, 78W - No Measure Recommended	128
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	34
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	13
8" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	35
Flood Fixture, LED Luminaire, 30W - No Measure Recommended	9
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	79
Vanity Fixture, LED Screw-in Lamp, (2) 7W - No Measure Recommended	7
Wall Sconce Fixture, LED Screw-in Lamp, 10W - No Measure Recommended	1
Piper HS - EXTERIOR	**255**
LED	234
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	33
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	29
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	98
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	25
Flood Fixture, LED Luminaire, 250W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 40W - No Measure Recommended	2
LED Screw-in Lamp, 18W - No Measure Recommended	8
Pole, Spider Mount, LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	13
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Flood Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	21
Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	6
Pole-Mounted Flood Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	2
Pompano Beach HS	**268**
ECF - Exit Sign	127
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	126
EMG - Frogeye	33
Frogeye LED , (2) 1W lamp - No Measure Recommended	33
FT8 - T8 Linear Fluorescent	11
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
H - Halogen Incandescent	31
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	5
Cylinder Fixture, Halogen, (1) 250W lamp - No Measure Recommended	26
LED	65
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	16
Low bay Fixture, LED Luminaire, 50W - No Measure Recommended	34
Low bay Fixture, LED Luminaire, 65W - No Measure Recommended	8
LED Tube	1
4' Wrap Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	1
Pompano Beach HS - EXTERIOR	**23**
LED	23
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	7
Exterior Wall Pack Fixture, Open Face, LED Luminaire, 30W - No Measure Recommended	3
Exterior Wall Pack Fixture, Open Face, LED Screw-in Lamp, 18W - No Measure Recommended	7
Riverland ES	**68**
ECF - Exit Sign	30
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	6
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	24
EMG - Frogeye	13
Frogeye LED , (2) 1W lamp - No Measure Recommended	13

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT12 - T12 and other Linear Fluorescent	3
Explosion Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	8
LED	14
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	5
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	2
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
Vanity Fixture, LED Luminaire, 20W - No Measure Recommended	1
Riverland ES - EXTERIOR	**15**
LED	15
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Seagull School	**97**
ECF - Exit Sign	64
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	63
EMG - Frogeye	28
Frogeye LED , (2) 1W lamp - No Measure Recommended	28
FT8 - T8 Linear Fluorescent	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	3
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
Seagull School - EXTERIOR	**69**
LED	69
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	51
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	6
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 250W, with Separate or Integrated Driver Component - No Measure Recommended	6
Virginia S. Young Montessori	**32**
ECF - Exit Sign	18
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	18
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
LED	3
4' Vapor Proof Fixture, LED Luminaire, 39W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	1
Virginia S. Young Montessori - EXTERIOR	**95**
LED	95
Exterior Canopy Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	85
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	3
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Wingate Oaks Ctr	**143**
ECF - Exit Sign	35
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	31
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
LED	91
2x2 Layin Prismatic Fixture, LED Luminaire, 24W - No Measure Recommended	42
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	3
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	25
Cylinder Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	2
Drum Fixture, LED Luminaire, 20W - No Measure Recommended	5
Drum Fixture, LED Luminaire, 50W - No Measure Recommended	1
Flood Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	6
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
Wall Mount Interior Fixture, LED 2-Pin G24d Plug-In Lamp LED, (1) 5W - No Measure Recommended	1
Wingate Oaks Ctr - EXTERIOR	**81**
HPS - High Pressure Sodium	15
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	15
LED	63
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	23
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	25
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	3
Pole-Mounted Flood Fixture, Metal Halide, (2) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (4) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Grand Total	7861

Lighting Inclusions:

1. Lenses and troffer pans of existing affected fixtures will be wiped down during installation. Fixtures that have been retrofitted with new TLEDs will receive a caution label identifying the fixture as a line voltage fixture.
2. Repair or replacement of damaged, cracked, missing, or yellowed lenses (not to exceed 200 pieces) for fixtures affected by the Scope of Work.
3. Maintenance stock of one and a half percent (1.5%) shall be provided for TLED tubes & LED lamps ONLY by JCI after completion of installation to help accommodate any warranty period failures. Manufacturer warranties of lamps and/or fixtures installed are covered by the individual manufacturers published policies and shall be transferred to the Customer. JCI shall provide contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
4. Workmanship is warranted for one (1) year from date of installation.
5. Predominant types of tubular LED lamps (TLEDs) will have a five (5) year limited manufacturer warranty.
6. Predominant types of screw-in LED lamps are warranted for three (3) years by the manufacturer.
7. Predominant types of troffer retrofit kits are warranted for 10 years by the manufacturer.
8. Predominant types of sensors and control components are warranted for 5 years by the manufacturer
9. New fixtures warranties vary by manufacturer and will be provided in the Project IOM manuals.
10. In all cases, warranties shall be transferred to the Customer for customer to make warranty claims.
11. Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations in effect at the time of execution of the Agreement. Recycling of lamps and ballasts will be in compliance with applicable regulations existing at the time of execution of the Agreement.
12. JCI--acting as an agent for Customer--will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations in effect at the time of execution of the Agreement.
13. Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the 10th edition of the Lighting Handbook, published by the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
14. Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
15. Existing and post-installation illumination levels have been/will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.
16. Photometrics will be provided for spaces per the building department requirements defined on 3-27-2024.
    Phase 5:
    - Gyms and parking lot lights submittals/photometric plans, will continue to be signed/sealed, prepared by a Professional Engineer.
    - For parking lot light submittals, Customer to provide information on parking lot lights indicating how they are controlled (EMS system, time clock or other).
    - Photometric plans for auditoriums, cafeterias, specialty areas (media centers, science labs, large classrooms/spaces), will be provided for each school.
    - Typical classrooms spaces photometric plans will be completed as in Phase 3 (Third Amendment).
    - Photometric plans for Covered Walkways showing both normal and emergency lighting.

General Lighting Exclusions:

1. Replacement or repair of concrete pole footings or rusted bolts on footings.
2. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
3. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair, and replacement throughout the term of the guarantee.
4. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company will be notified immediately to correct the fault before any work will be performed.
5. Existing task lighting and table type light fixtures unless specified in FIM-1 Appendix, room by room description of work.
6. Removal or replacement of ceiling tiles unless specified in FIM-1 Appendix, room by room description of work.
7. Existing decorative and stage light fixtures unless noted in FIM-1 Appendix, room by room description of work.
8. The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in FIM-1 Appendix, room by room description of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
9. Existing fluorescent dimming systems or fixtures will remain “as is” unless otherwise noted in FIM-1 Appendix, room by room description of work
10. Reconfiguration of existing fixture layout unless otherwise noted in FIM-1 Appendix, room by room description of work.
11. Replacement of existing wiring and/or electrical issues in exterior fixtures.
12. Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
13. Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
14. Double or bi-level switching of in-board and out-board sockets is not included unless specified in FIM-1 Appendix, room by room description of work.
15. Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems unless otherwise noted in FIM-1 Appendix, room by room description of work.
16. Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
17. Repair or replacement of louvers or other components unless denoted in FIM-1 Appendix, room by room description of work.
18. Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless denoted on the JCI line by line scope of work.
19. No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work may have to be adjusted unless the asbestos is abated by the Customer.
20. Unless specified in the scope of work, no previsions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
21. Replacement of existing lighting sockets and ballast unless otherwise noted.
22. Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in the scope.
23. Replacement or retrofit of elevator lighting
24. Situations that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
25. Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls will provide a written estimate for change order.
26. Vending machines are excluded from improvements in this contract.

FIM–2: Water Conservation

This Scope of Work includes materials and labor for the following:

- This FIM will replace or modify specified existing fixtures at the Customer's schools with new water-efficient fixtures and/or fixture components. The intent of this measure is to reduce water consumption and wastewater production, as well as reduce heating energy used to produce hot water. The scope of work includes the one-for-one replacement of select existing sanitary fixtures in restrooms, or the retrofit of inefficient existing fixtures and valves to decrease water usage. Water fixtures will operate as before but consume less water.
- The Scope of Work summary table is presented below. For a by room fixture count please see *FIM-2 Appendix.*

Space Intentionally Left Blank

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HET Wall Hung Toilet	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Install HET Floor Mount Floor Discharge Toilet	2	3	23	14	0	1	0	0	0	0	0	7	20	0	33	0	0	4	0	0	107
Install HET Floor Mount Floor Discharge ADA Toilet	0	0	2	0	0	25	0	0	0	0	0	3	0	3	0	0	13	1	0	4	51
Install HET Floor Mount Rear Discharge Large Footprint Toilet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Elongated Open Front Seat Toilet	2	3	25	16	0	26	0	0	0	0	0	10	20	3	33	0	15	5	0	4	162
Install 2.4 gpf Manual Toilet Valve w/ 9" vBt, Replace angle stop	2	3	4	0	0	8	0	0	0	0	0	5	6	0	10	0	0	0	0	1	39
Install 2.4 gpf Manual Toilet Valve w/ 13" vBt, Replace angle stop	0	0	0	0	0	11	0	0	0	0	0	1	0	0	0	0	0	0	0	2	14
Install 2.4 gpf HET Manual Toilet Valve w/ 21" vBt, Replace angle stop	0	0	0	2	0	0	0	0	0	0	0	0	0	3	4	0	0	0	0	0	9
Install 2.4 gpf HET Manual Toilet Valve w/ 30" vBt, Replace angle stop	0	0	21	14	0	7	0	0	0	0	0	4	14	0	19	0	15	5	0	1	100
Add trap primer to valve installation	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0	0	0	6
Add wall bracket to valve installation	0	2	10	1	0	5	0	0	0	0	0	0	0	0	4	0	8	2	0	2	34
Add extended J-tube with valve installation	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Raise urinal vBt length to 9" to meet code requirements in exposed application	3	2	0	0	4	4	1	17	0	22	0	0	5	15	2	0	0	7	0	0	82
Add trap primer to valve installation, Add wall bracket to valve installation	0	0	7	0	0	3	0	0	0	0	0	0	0	0	5	0	0	0	0	0	15
Add wall bracket to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Add extended J-tube with valve installation, Add wall bracket to valve installation	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	3
Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install 4" Deck Plate for Existing Faucet, Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	0	0	0	1	7	2	0	0	0	0	0	0	0	4	0	0	2	0	1	0	17
Install HEU Large Footprint Urinal (18" to 21" Footprint)	0	0	0	0	0	0	26	0	7	0	0	0	0	0	3	0	0	0	0	0	36
Install HEU X-Large Footprint Urinal (21" to 24" Footprint)	0	9	8	0	21	4	0	26	0	24	4	0	13	12	42	20	1	7	1	3	195
Install HEU Small Footprint Urinal (16" to 20" Footprint)	3	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	6
Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	0	5	9	0	17	0	25	7	7	2	4	0	10	10	44	17	1	0	1	3	162
Install 0.25 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	3	4	0	0	4	4	2	19	0	22	0	0	3	2	2	3	0	7	0	0	75
Install 0.5 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	3	9	21	13	0	0	0	0	0	0	0	29	21	0	0	3	0	0	0	3	102
Install 0.5 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	0	0	0	0	0	0	0	0	0	0	0	0	3	13	0	0	0	0	0	0	16
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	71	75	57	64	204	92	51	172	51	42	119	59	130	54	109	168	70	40	72	30	1730
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	3	3	4	5	12	5	4	16	6	5	3	5	8	7	12	15	6	9	7	5	140

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install Single Hole Brass Valve Single Temp Push Button Front Mount Metering Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	0	3	0	2	7	2	0	0	1	0	0	4	21	20	12	0	2	1	1	0	76

Water Conservation Exclusions:

1. Repair or replacement of defective piping, isolation valves, or plumbing fixtures is not included unless otherwise specified in the Scope of Work;
2. Repair or replacement of inoperable or leaking water riser or isolation valves or repair or replacement of inoperable or leaking hot water circulating valves unless otherwise specified in the Scope of Work
3. Any conditions not meeting applicable codes or existing deficiencies in the Customer's plumbing system will be brought to the Customer's attention. Any work required to upgrade code violations or plumbing system deficiencies will be at an additional cost to the Customer.
4. It is the owner's responsibility to provide water pressure to all plumbing fixtures in the range of 25 to 85 psi. Deviations from this range will require installation of booster pumps or pressure reducing valves external to the scope of work provided.
5. Tile work, flange repairs, wall mount broken carriers, commercial angle-stop replacement, and floor or wall repairs are not included unless otherwise specified in the Scope of Work. This SOW includes up to 5% (8 total for this SOW) of the floor mounted flanges to be replaced as needed. Above this percentage will be performed at additional cost as required.
6. It is the owner's responsibility to ensure that plumbing infrastructure flow capacity (i.e. the ability for the water supply to meet peak demands of water use) is adequate to support a high efficiency plumbing fixture retrofit. Additionally, liability for water hammer and other infrastructure related conditions are excluded from this scope of work. Should such conditions be identified or arise, we will work with customer and/or Johnson Controls to provide potential solutions that would require a change order to this scope of work.
7. The responsibility for repair of defective, previously damaged, degraded, or faulty infrastructure related to water supply or sanitary drain lines is not included. The scope of work begins at the angle stop and ends at the flange connections of toilets, urinals and sinks. Any repairs outside of this scope of work are to be addressed by owner or by change order.
8. Painting, tile work, and wall repair outside of footprint related patching are excluded from our price. Pre-existing damage to walls or flooring will be brought to the attention of customer and/or Johnson Controls and the best course of action will be determined. Johnson Controls will repair any damages caused by the installations. Johnson Controls will attempt to match the existing conditions, but where unique tile or paint is present it may require the Customer to supply material.
9. Installation beyond the plumbing fixtures described in the scope of work contained herein
10. Repair of existing faucets, sinks, shower handles, valves and sink basins or leaks
11. Prior to construction, the owner will identify isolation valves. Isolation valves should be in working order, failed valves are the owner's responsibility to repair or replace.
12. Replacement of angle stops for flush valves associated with toilets and urinals will be replaced completely. All other angle stops will not be replaced as part of this SOW.
13. Replacement or modification of existing floor and wall coverings
14. Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal. JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost.

FIM–3: Compactors

This Scope of Work includes design, materials and labor for the following:

- This FIM will provide and install new commercial roll on/roll off compactors at the customer schools. The intent of this measure is to reduce operational costs related to the existing commercial dumpsters and SOMAT machines that are currently used at each school.
- The schools that will receive new compactors are
    - Attucks MS
    - Bair MS
    - Croissant Park ES
    - Falcon Cove MS
    - Lakeside ES
    - Lauderhill 6-12
- The scope of work for the compactors is detailed in design drawings in FIM-3 Appendix: 50% Compactor Construction Documents
    - Construction Documents to be completed for permitting upon project execution.
    - Surveys of area being improved
    - Ground Penetrating Radar (GPR) of areas being improved.
- Removal of fluids from grease trap system (one time) during installation of piping connections.
- Training on compactor operation and waste collection service changes will be provided for up to eight hours and scheduled with school staff for each site.
- Scope of Work Overview by School

School	Scope Category	Description
Attucks MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel HDHK located in Room 102B to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel HHK located in Room 102B to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Remove and replace existing hose bibs on hot and cold-water lines.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Bair MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel MSB-1 located in Room 234 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H4 located in Room 234 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 227E.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

School	Scope Category	Description
Croissant Park ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel H1B located in Room 114 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H1B located in Room 114 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry wall and chainlink fence)
Falcon Cove MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping. • Remove and replace existing hose bib on cold water line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Demo and extend masonry wall of existing dumpster pen enclosure. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing and new masonry walls)
Lakeside ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 208V three phase 40-amp circuit from Panel A located in Room 190 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 190 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry chainlink fence)
Lauderhill 6-12	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 4PP located in Room 150 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel G located in Room 172 to compactor deodorizer.
	Plumbing	• Demo existing area drain. • Provide and install new area drain and connect to new 50-gallon grease trap. • Tie new grease trap into existing 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 176G.

School	Scope Category	Description
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

Compactor Exclusions

1. Additional design costs due to any redesign needed for underground obstructions.
2. Additional costs due to unforeseen underground obstructions.
3. Relocation of existing utilities not shown in drawings.
4. Repair of damaged existing plumbing.
5. Video survey of existing underground piping.
6. Demolition and removal of existing SOMAT machines.
7. On-going maintenance, supplies, or repairs to compactor systems.
8. Modification of solid waste collection service contract for each site for compactor service.

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Article 2. ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $4,536,941 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $17,755,014 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $22,291,955 as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Utility Cost Avoidance*	Measured Operational Cost Avoidance**	Non-Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance***	Annual Project Benefits
Construction	$345,460	$39,827	$60,788	$-	$446,075
1	$810,236	$128,275	$148,498	$92,170	$1,179,178
2	$834,543	$131,482	$152,953	$94,935	$1,213,912
3	$859,579	$134,769	$157,541	$97,783	$1,249,672
4	$885,367	$138,138	$162,267	$100,717	$1,286,489
5	$911,928	$141,592	$167,135	$103,738	$1,324,393
6	$939,286	$145,131	$172,149	$106,850	$1,363,417
7	$967,464	$148,760	$177,314	$110,056	$1,403,593
8	$996,488	$152,479	$182,633	$113,357	$1,444,957
9	$1,026,383	$156,291	$188,112	$116,758	$1,487,544
10	$1,057,174	$160,198	$193,756	$120,261	$1,531,389
11	$1,088,889	$164,203	$199,568	$123,869	$1,576,529
12	$1,121,556	$168,308	$205,555	$127,585	$1,623,004
13	$1,155,203	$172,516	$211,722	$131,412	$1,670,853
14	$1,189,859	$176,829	$218,074	$135,355	$1,720,116
15	$1,225,555	$181,249	$224,616	$139,415	$1,770,835
Total	$15,414,969	$2,340,045	$2,822,682	$1,714,259	$22,291,955

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.
** Measured Operational Cost Avoidance figures in the table above are based on anticipated increases in operational costs as set forth in the table in Section IV below.
*** For Non-Measured Operations & Maintenance Cost Avoidance Project Benefit. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%). Escalation will begin after the 16-month installation period.
NOTE: Escalated values in table above are only shown to the nearest dollar.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Article 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. NON-MEASURED PROJECT BENEFITS

Operating and Maintenance Cost Avoidance Summary

Non-Measured Operational and Maintenance Benefits	FIM	Year 1 Benefits	Applicable Years	Annual Escalation
Lighting Material Savings	1	$69,589	1-15	3%
Domestic Plumbing O&M Savings	2	$2,663	1-15	3%
SOMAT machines O&M Savings	3	$19,918	1-15	3%
Total Non-Measured Operational Benefits		**$92,170**		

Non-Measured Utility Benefits Summary

Non-Measured Utility Benefits	FIM	Year 1 Benefits	Applicable Years	Escalation
Exterior Lighting Savings (Multiple Sites)	1	$36,015	1-15	3%
Interior Lighting HVAC impact Savings (Multiple A/C Sites)	1	$109,228	1-15	3%
SOMAT machines use water reduction impact Savings (Multiple Sites)	3	$3,255	1-15	3%
Total Non-Measured Utility Benefits =		**$148,498**		

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Non-Measured Operational and Maintenance(O&M) Benefits Details

FIM-1: Lighting Material Savings

Customer will see a reduction in the cost of lighting materials as a direct result of the implementation of FIM-1. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Material savings were calculated by the following equations:

Material Savings (Project Term)
Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.
Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.
Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) ÷ Project Term.

Site/Building Name	Term Averaged Year 1 Annual Material Savings
Annabel C. Perry PreK-8	$2,478
Apollo MS	$3,231
Attucks MS	$4,064
Bair MS	$2,490
Coral Glades HS	$4,194
Croissant Park ES	$2,036
Crystal Lake MS	$4,700
Cypress Bay HS	$6,386
Dave Thomas West Center	$1,376
Falcon Cove MS	$3,336
Lakeside ES	$1,836
Lauderhill 6-12	$3,031
Miramar HS	$4,990
Nova MS	$3,294
Piper HS	$4,677
Pompano Beach HS	$4,509
Riverland ES	$1,302
Seagull School	$1,280
Virginia S. Young Montessori	$1,534
Wingate Oaks Ctr	$1,488
Annabel C. Perry PreK-8 - EXTERIOR	$-
Apollo MS - EXTERIOR	$236
Attucks MS - EXTERIOR	$522
Bair MS - EXTERIOR	$107
Coral Glades HS - EXTERIOR	$516
Croissant Park ES - EXTERIOR	$681
Crystal Lake MS - EXTERIOR	$541
Cypress Bay HS - EXTERIOR	$1,114
Dave Thomas West Center - EXTERIOR	$286
Falcon Cove MS - EXTERIOR	$116
Lakeside ES - EXTERIOR	$-
Lauderhill 6-12 - EXTERIOR	$146
Miramar HS - EXTERIOR	$388
Nova MS - EXTERIOR	$255
Piper HS - EXTERIOR	$621
Pompano Beach HS - EXTERIOR	$875
Riverland ES - EXTERIOR	$247
Seagull School - EXTERIOR	$467
Virginia S. Young Montessori - EXTERIOR	$88
Wingate Oaks Ctr - EXTERIOR	$150
Total	**$69,589**

FIM-2: Water Conservation - Plumbing O&M Savings

The customer shall see a reduction in the cost of repair materials as a direct result of the implementation of FIM-2. This O&M cost avoidance derives from a reduction of repair materials for the FIM-2 fixtures that are listed for replacement or upgrade. The new fixtures will have warranties as indicated in the warranty submittal.

Material savings are summarized by site in the following table:

These savings are determined based on the following:

Total # of toilet valve replacements	162
Annual savings per replacement (Year 1)	$5.15
Total Toilet O&M Savings	**$835**
Total # of urinal valve replacements	355
Annual savings per replacement (Year 1)	$5.15
Total Urinal O&M Savings	**$1,828**
Total Domestic Plumbing O&M Savings	**$2,663**

FIM-3: Compactors - SOMAT machines O&M Savings

The customer shall see a reduction in the cost of repair materials for existing SOMAT pulping machines as a direct result of the implementation of FIM-3. This O&M cost avoidance derives from an elimination of repair costs for the FIM-3 sites listed for compactor installations. The SOMAT repair savings were derived from information provided by Environmental Conservation/Utility Management group on the existing cost of SOMAT machines throughout the district.

Repair savings are summarized per site in the following table:

Total SOMAT Annual Repair Costs*	Total Number of Schools with SOMAT machines**	SOMAT Repair Cost per School (Base Year)	SOMAT Repair Cost per School (Year 1) ***	Total for Compactors at Six Schools (Year 1)
$551,132	171	$3,223	$3,319.69	$19,918

*Per email dated 10/13/25 (Included in Appendix 3)
**Per email dated 10/31/25 (Included in Appendix 3)
*** Year 1 includes 3% escalation in costs.

Non-Measured Utility Benefits

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above) under this Article 2. Reference the FIM-1 Appendix for specific information.

FIM-1: Exterior Lighting Savings

Customer will have the following utility savings as effect of the installation on FIM-1.

Site/Building Name	Annual Electric Demand Savings (kW)	Y1 Electric Demand Savings ($/yr.)	Annual Electric Energy Savings Non-Measured (kWh)	Y1 Electric Energy Savings ($/yr.)	Total Year 1 Electric Savings Non-Measured ($)
Apollo MS - EXTERIOR	-	$111	-	$1,406	$1,516
Attucks MS - EXTERIOR	0.5	$96	22,898	$1,217	$1,313
Bair MS - EXTERIOR	0.5	$25	19,819	$440	$465
Coral Glades HS - EXTERIOR	0.1	$262	6,439	$3,329	$3,591
Croissant Park ES - EXTERIOR	1.2	$201	54,222	$3,575	$3,776
Crystal Lake MS - EXTERIOR	1.2	$191	52,273	$2,511	$2,701
Cypress Bay HS - EXTERIOR	0.9	$355	40,422	$4,637	$4,992
Dave Thomas West Center - EXTERIOR	1.7	$61	74,656	$923	$984
Falcon Cove MS - EXTERIOR	0.3	$28	14,839	$364	$392
Lauderhill 6-12 - EXTERIOR	0.1	$53	5,861	$675	$728
Miramar HS - EXTERIOR	-	$141	-	$1,795	$1,937
Nova MS - EXTERIOR	0.3	$49	10,993	$878	$928
Piper HS - EXTERIOR	0.7	$158	29,246	$2,079	$2,238
Pompano Beach HS - EXTERIOR	0.3	$376	12,842	$4,769	$5,145
Riverland ES - EXTERIOR	0.8	$168	33,480	$1,964	$2,132
Seagull School - EXTERIOR	1.8	$99	77,685	$1,745	$1,843
Virginia S. Young Montessori - EXTERIOR	1.0	$21	28,710	$369	$390
Wingate Oaks Ctr - EXTERIOR	0.6	$50	25,508	$894	$945
Totals	**12.4**	**$2,445**	**528,374**	**$33,570**	**$36,015**

(Y1 values above carry 3% escalation from Base Year rates)

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$

$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
kW/fixture$_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

Exterior Room Type (Usage Group Description)	Pre-retrofit Annual Burn Hours	Post-retrofit Annual Burn Hours	Coincidence Factor
Exterior	4380	4380	10%
Exterior, Low Use	857	600	10%
24/7 Operation	8760	8760	100%
Exit Signs	8760	8760	100%

Existing Component Code	Exist System Wattage
1X100HPS	138
1X100MH	128
1X10LEDF	10
1X110LEDF	110
1X120LEDF	120
1X125LEDF	125
1X13CFL2P	16
1X14LEDF	14
1X14LEDSI	14
1X150HPS	188
1X150LEDF	150
1X175MH	215
1X18LEDSI	18
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X250HPS	295
1X250LEDF	250
1X250MH	272
1X25LEDF	25
1X26CFL4P	29
1X28T8EBN	27
1X2LEDFROG	2
1X300HAL	300
1X30LEDF	30
1X32CFL4P	35
1X35LEDSI	35
1X400HPS	465
1X400MH	458
1X40LEDF	40
1X42CFL4P	46

Existing Component Code	Exist System Wattage
1X45LEDSI	45
1X50LEDF	50
1X60INCA	60
1X60LEDF	60
1X70HPS	95
1X70MH	95
1X75INCA	75
1X75LEDF	75
1X90LEDF	90
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X13CFL2P	31
2X150LEDF	300
2X17T8EBN	33
2X250LEDF	250
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8EBN	57
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X90LEDF	180
3X125LEDF	375
4X1000MH	4,320
4X28T8EBN	92
4X750MH	3,400

FIM-1: HVAC Impact - Interior Lighting Savings

Additional electrical savings will be achieved because the reduced lighting load will in turn reduce cooling loads at the facilities. Heating loads will similarly increase. These impacts were calculated using Rundquist Method: (HVAC Impact: Cooling Benefit - Heating Penalty).

Fraction of Lighting Savings as Air Cooling Savings = A × B ÷ C.
Where: A = Fraction of Year of Cooling Season, Estimated at 0.96.
B = Fraction of the Lighting Load met by Mechanical Cooling (87%).
C = Cooling system's coefficient of Performance; Average of 2.7.

Extra Heat required (BTU) = D × E × F ÷ G
Where: D = Heating Season = 1 - A.
E = Fraction of the Lighting Reduction that has to be made up by heating. A portion of the lighting heat is released at night. Estimated at 0%.
F = Annual BTU Equivalent of Lighting Saved. Annual Saved kWh × 3414 = BTU.
G = Seasonal Heating Efficiency estimate of basic efficiency of heating system, assumed 100%.

Interactive HVAC Net Benefit/Penalty = Annual kWh Savings × Fraction of Lighting Savings as Air Cooling Savings) - (Extra Heat Required × Average Fuel Rate per BTU).

NOTE: The HVAC savings only applied to lighting retrofits in the conditioned spaces.

Total HVAC Lighting-impact Savings

Site/Building Name	Year 1 Annual HVAC Savings (Lighting & Sensors)
Annabel C Perry PreK-8	$5,036
Attucks MS	$5,494
Coral Glades HS	$6,999
Crystal Lake MS	$4,654
Dave Thomas West Center	$6,746
Lakeside ES	$3,896
Miramar HS	$8,544
Piper HS	$10,842
Riverland ES	$2,370
Virginia S Young Montessori	$5,932
Apollo MS	$3,074
Bair MS	$4,107
Croissant Park ES	$9,758
Cypress Bay HS	$6,266
Falcon Cove MS	$7,481
Lauderhill 6-12	$6,445
Nova MS	$3,176
Pompano Beach HS	$2,437
Seagull School	$2,861
Wingate Oaks Ctr	$3,111
TOTAL	**$109,228**

FIM-3: SOMAT machines use water reduction impact Savings (Multiple Sites)

$$SOMAT\ Water\ Cost\ Savings\ (\$) = Gallons\ Water\ per\ Hour * Hours\ per\ Day * Days\ per\ Year * \frac{kgal}{1000\ gal} * \frac{WaterSewer\ Combined\ Cost}{kgal}$$

The expected non-measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

School Name	Estimated Water Usage (From SPC-75S SOMAT Manual)* (Gal/Hr.)	School Year Days	Hours Used (Hrs./Day)	Annual SOMAT Water Savings (kGal)	Year 1 SOMAT Non-measured Water Cost Savings ($)
Attucks MS	90	180	2	32.4	$653
Bair MS	90	180	2	32.4	$359
Croissant Park ES	90	180	2	32.4	$764
Falcon Cove MS	90	180	2	32.4	$449
Lakeside ES	90	180	2	32.4	$645
Lauderhill 6-12	90	180	2	32.4	$386
Total Year 1 SOMAT Non-Measured Water Benefits					$3,255

*Per SPC 75S SOMAT Manual (Included in Appendix 3)

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Option A
Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM-1 - LED Lighting Upgrades
FIM-2 – Water Conservation
FIM-3 - Compactors

Option B
Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

None

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

None

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

None

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to:(a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Description of Measurement and Verification Methodologies by FIMs:

FIM-1: LED Lighting Upgrades

Option A: Measurement and Verification Plan for Interior Lighting Improvements

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture Power Draw (kW)	One-time	The pre-retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 – has been measured using a true RMS meter during the Phase 5 Development audit phase between 11/18/2025 and 11/20/2025. Fixtures with similar lamps and ballasts, counts and types were grouped together with a lamp/ballast code. Measured wattages were used when possible. In some situations, such as when a certain type of lighting fixture was not available by itself on a switch, typical wattages as published by ANSI (American National Standards Institute) were used. The post-retrofit wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated.
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Burn Hours	Refer to the table below	The existing lighting burn hours for a sample of space types meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 were measured. Data loggers were installed from 02/17/20 through 03/06/20 during the Phase 1 project. It is agreed that this time period represents typical usage for the lighting systems. In some situations where occupancy loggers were not possible to deploy, auditing efforts support defined values with local customer interview as source of data. The measured burn hours were then extrapolated to annual burn hours by multiplying the measured hours by the ratio of weeks that school is in session to measured weeks. The hours were then averaged by space type. The table below shows the average annual baseline burn hours by space type. These values will not be measured again.
Coincident Factor	Refer to the table below	The coincident factor is estimated based on the number of fixtures in a given space type that were estimated to be operating at the same time during the on peak period and is agreed to remain at the same value after the retrofit. The coincident factors by room/space types are as listed in the table below with pre and post burn hours.

Following table summarizes existing fixture codes and corresponding average power draws.

Existing Component Code	Existing System Wattage
16X25INCA	400
1X1000MH	1,080
1X100HAL	100
1X100HPS	138
1X100INCA	100
1X100MH	128
1X105LEDF	105
1X10LEDF	10
1X10LEDSI	10
1X110LEDF	110
1X110LEDSI	110
1X120HAL	120
1X120INCA	120
1X120LEDF	120
1X125LEDF	125
1X12LEDF	12
1X12LEDTDW	11
1X13CFL2P	16
1X13CFL4P	16
1X14LEDF	14
1X14LEDSI	14
1X150HAL	150
1X150HPS	188
1X150LEDF	150
1X15LEDF	15
1X16LEDF	16
1X175LEDF	175
1X175MH	215
1X17T8EBN	20
1X18LEDSI	18
1X200MH	228
1X20CFLSI	20
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X23CFLSI	23
1X24LEDF	24
1X250HAL	250
1X250HPS	295
1X250INCA	250

Existing Component Code	Existing System Wattage
1X250LEDF	250
1X250MH	272
1X250MV	290
1X25LEDF	25
1X25T83FTEBN	26
1X26CFL4P	29
1X28LEDF	28
1X28T8EBN	27
1X29LEDF	29
1X2LEDFROG	2
1X300HAL	300
1X30CFLSI	30
1X30LEDF	30
1X30T12MB	46
1X32CFL4P	35
1X32CFLSI	32
1X32T8EBN	31
1X34LEDF	34
1X34T12MB	43
1X35LEDSI	35
1X39LEDF	39
1X3LEDEXIT	3
1X400HPS	465
1X400MH	458
1X40INCA	40
1X40LEDF	40
1X42CFL4P	46
1X42CFLGU24	42
1X45HAL	45
1X45INCA	45
1X45LEDSI	45
1X49LEDF	49
1X4LEDEXIT	4
1X500HAL	500
1X50HAL	50
1X50LEDF	50
1X50LEDSI	50
1X52INCA	52
1X5LED2P	5
1X5LEDF	5

Existing Component Code	Existing System Wattage
1X60INCA	60
1X60LEDF	60
1X65HAL	65
1X65LEDF	65
1X6LEDSI	6
1X70HPS	95
1X70INCA	70
1X70MH	95
1X75HAL	75
1X75INCA	75
1X75LEDF	75
1X78LEDF	78
1X7CFL2P	10
1X80LEDF	80
1X8LEDT	8
1X90LEDF	90
1X9CFL2P	12
1X9LEDSI	9
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X12LEDTDW	21
2X12LEDTEBHEN	21
2X13CFL2P	31
2X150LEDF	300
2X15LEDT	23
2X16LEDF	32
2X16LEDTDW	26
2X17LEDTEBHEN	30
2X17T8EBN	33
2X18CFL2P	38
2X18CFL4P	40
2X20CFLSI	40
2X250LEDF	250
2X25T83FTEBN	46
2X25T83FTEBN + 2X17T8EBN	70
2X26CFL2P	51
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8U6EBN	59

Existing Component Code	Existing System Wattage
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X52INCA	104
2X5INCA	10
2X60INCA	120
2X60T12HOMB	145
2X6LEDSI	12
2X75INCA	150
2X7CFL2P	21
2X7LEDSI	14
2X90LEDF	180
2X9CFL2P	23
2X9LEDSI	18
2X9LEDTEBHEN	16
3X125LEDF	375
3X17T8EBN	47
3X25T83FTEBN	72
3X28T8EBN	73
3X28T8EBN2	79
3X28T8EBN-DL1	27
3X32T8EBN	85
3X34T12MB2	115
3X60INCA	180
3X9CFLSI	27
4X1000MH	4,320
4X12LEDTDW	42
4X16LEDTDW	64
4X25T83FTEBN	92
4X28T8EBN	92
4X28T8EBN2	104
4X32T8EBN	107
4X32T8EBN2	116
4X32T8EBN-DL2	52
4X34T12MB2	137
4X750MH	3,400
5X16LEDTDW	80
5X28T8EBN	128
6X28T8EBN2	152

The following table summarizes average annual burn hours by room types and corresponding coincidence factors used for estimating savings for this FIM:

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	AU	Auditorium/Stage	1,393	1,393	975	90%
HS	AU	Auditorium/Stage	1,500	1,500	1,050	90%
MS	AU	Auditorium/Stage	1,000	1,000	700	90%
ALL	BR	Break room	2,860	2,860	2,107	90%
ALL	BR-AS	Break room-Already Sensored	2,107	2,107	2,107	90%
ALL	CF	Cafeteria	3,313	3,313	2,621	90%
ALL	CF-AS	Cafeteria, Already Sensored	2,527	2,527	2,527	90%
ES	CF-H	Cafeteria, High Use	6,905	6,905	3,144	100%
ALL	CL	Classroom	1,869	1,869	1,256	90%
ALL	CL-AS	Classroom, Already Sensored	1,481	1,481	1,481	90%
ALL	CL-ASB	Classroom, Already Sensored (Sensor not Working)	1,869	1,869	1,256	90%
ALL	CL-H	Classroom, High Use	6,905	6,905	1,752	100%
ALL	CL-L	Classroom	1,877	1,877	1,203	90%
ALL	CR	Conference Room	1,715	1,715	1,485	90%
ES	CR-AS	Conference Room, Already Sensored	1,485	1,485	1,485	90%
ALL	DR	Dressing Room/Fitting Areas	1,200	1,200	840	90%
ES	DR-AS	Dressing Room/Fitting Areas-Already Sensored	840	840	840	50%
ALL	EL	Elevator	8,760	8,760	8,760	100%
ES	EXAM	Exam room	1,393	1,393	975	90%
HS	EXAM	Exam room	1,500	1,500	1,050	90%
MS	EXAM	Exam room	1,427	1,427	999	90%
ALL	GYM	Gymnasium	3,570	3,570	1,871	90%
ALL	GYM-AS	Gymnasium, Already Sensored	2,258	2,258	2,258	90%
ALL	HW	Hallway	4,171	4,171	2,196	90%
ALL	HW-AS	Hallway, Already Sensored	2,196	2,196	2,196	90%
HS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
ES	HW-H	Hallway, High Use	6,168	6,168	2,085	100%
ALL	HW-L	Hallway, Low Use	500	500	350	50%
ALL	KT	Kitchen	2,255	2,255	2,100	90%
ALL	KT-AS	Kitchen, Already Sensored	2,100	2,100	2,100	90%
ES	LAV	Lavatory	3,645	3,645	672	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	Area Specific or Hrs. Type Custom Codes	Description	Existing Burn Hours Assigned	No Sensor/ Existing Sensor	Sensor Retrofit	Coincidence Factor
HS	LAV	Lavatory	3,645	3,645	672	90%
MS	LAV	Lavatory	3,645	3,645	672	90%
ES	LAV-AS	Lavatory-Already Sensored	2,468	2,468	2,468	90%
ALL	LI	Library	2,890	2,890	2,287	90%
ALL	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
ALL	LO	Lobby/Entry Vestibule	3,963	3,963	2,730	90%
ALL	LO-AS	Lobby/Entry Vestibule-Already Sensored	2,730	2,730	2,730	90%
ES	LR	Locker Room	1,393	1,393	975	90%
HS	LR	Locker Room	1,500	1,500	1,050	90%
MS	LR	Locker Room	1,427	1,427	999	90%
ES	LR-AS	Locker Room-Already Sensored	975	975	975	50%
HS	LR-AS	Locker Room, Already Sensored	1,050	1,050	1,050	90%
ALL	ME	Mechanical/Electrical Rooms	500	500	350	50%
ALL	ME-AS	Mechanical/Electrical Rooms, Already Sensored	350	350	350	50%
ALL	MP	Multipurpose	3,077	3,077	1,984	90%
ES	MP-AS	Multipurpose Already Sensored	1,984	1,984	1,984	90%
ALL	OO	Open Office	3,600	3,600	2,210	90%
ALL	OO-AS	Open Office, Already Sensored	2,210	2,210	2,210	90%
ES	OO-H	Open Office, High Use	6,905	6,905	3,111	100%
ES	OS	Office Support (copy room, coffee room, etc)	3,600	3,600	2,210	90%
ES	OS-AS	Office Support -Already Sensored	2,210	2,210	2,210	90%
HS	OS-AS	Office Support (copy room, coffee room, etc), Already Sensored	2,210	2,210	2,210	90%
ALL	PO	Private Office	2,754	2,754	2,314	90%
ALL	PO-AS	Private Office, Already Sensored	1,593	1,593	1,593	90%
ES	PO-H	Private Office, High Use	7,002	7,002	2,101	100%
ES	POOL	Pool area	1,869	1,869	1,869	90%
ES	PR	Patient Room	1,393	1,393	975	90%
HS	PR	Patient Room	1,500	1,500	1,050	90%
MS	PR	Patient Room	1,427	1,427	999	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	PR-AS	Patient Room - Already Sensored	975	975	975	50%
ALL	RR	Restroom	3,645	3,645	672	90%
ALL	RR-AS	Restroom, Already Sensored	2,468	2,468	2,468	90%
ES	RR-ASB	Restroom, Already Sensored (Sensor not Working)	3,645	3,645	672	90%
ALL	RR-H	Restroom, High Use	6,905	6,905	863	100%
ALL	RR-L	Restroom, Low Use	500	500	350	50%
ALL	ST	Storage	500	500	350	50%
ALL	STAGE	Stage	500	500	350	50%
ALL	ST-AS	Storage, Already Sensored	350	350	350	50%
ALL	SW	Stairwell	8,760	8,760	6,132	100%
ALL	SW-AS	Stairwell, Already Sensored	6,132	6,132	6,132	100%
ALL	UT	Utility/Janitor Closets	500	500	350	50%
ES	UT-AS	Utility/Janitor Closets, Already Sensored	350	350	350	50%
ALL	WH	Warehouse	2,920	2,920	2,044	90%
ALL	X	Exit Signs	8,760	8,760	8,760	100%
HS	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
HS	LI-ASB	Library, Already Sensored (Sensor Not Working)	2,890	2,890	2,287	90%
HS	ME-ASB	Mechanical/Electrical Rooms, Already Sensored (Sensor Not Working)	500	500	350	50%
HS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%
MS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
MS	OO-ASB	Open Office, Already Sensored (Sensor Not Working)	3,600	3,600	2,210	90%
MS	ST-ASB	Storage, Already Sensored (Sensor Not Working)	500	500	350	50%
MS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.

- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

The expected measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits		
	Electric Consumption	Electric Demand	Natural Gas
FIM-1	5,561,769 kWh	1,865 kW	0 Therms

Refer to FIM-1 Appendix LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1.

FIM-2: Water Conservation

Option A: Measurement and Verification Plan for Domestic Water Conservation

The savings for this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water used by the domestic water systems (and the associated water heating fuel for hot water savings), therefore, the measurement boundary is the domestic water systems.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	One-Time	**Pre-retrofit & Post-retrofit** A statistically valid sampling of domestic plumbing fixtures under a 90/20 sampling plan – assuming a coefficient of variance of 0.5 was determined prior to conducting formal measurement and verification in both, baseline conducted between 9/9/2025 and 9/11/2025 and post-installation measurements as follow: **TOILETS & URINALS** Wet-vac Method – used for formal M&V documentation. • This method involves plugging the toilet/urinal trap way with an inflatable rubber test ball and vacuuming existing water out of fixture to be discarded. The fixture is then flushed and again, water is vacuumed out of the fixture and transferred to a calibrated bucket to verify flush volume. The weight is then documented as well for an accurate determination of flush volume by utilizing the conversion factor of 8.33 lbs per gallon. **FAUCETS** Calibrated Flow Bag Method • A calibrated flow bag is used to determine the flow rate of a fixture. The bag is designed to capture a 5 second flow of water from an open-source water end-use, with volumetric markings on the bag that essentially convert the volume collected in the bag over a 5 second sampling into a gallon per minute flow rate. Volume Conversion Method • A fixed volume sample of water is obtained, and a stopwatch is used to determine the amount of time required to fill the fixed volume. The flow rate is then obtained utilizing the following formula: Flow rate (gpm) = Fixed volume (gallons) / time to fill (seconds) X 60 (seconds/min)

Estimated Parameters	Assumed Value	Justification, Source and Description
Population	Refer to the table below	The population is agreed to be as shown in the table below. The population counts are based on data provided by the Customer. These values will not be measured.
Usage Factors	Refer to Usage Parameters below	The usage factors are shown below.
Domestic Hot Water Equipment Efficiency	98% system efficiency for electric DHW heaters.	The efficiency of the hot water heating equipment is based on typical boiler efficiencies and site surveys conducted and will not be measured.
Sink (Faucet) Temp$_{hot}$	74 F	The lavatory hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Kitchen Temp$_{hot}$	85 F	The kitchen sink/general purpose sink hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Inlet Water Temp$_{cold}$	74 F	The cold-water temperature is the estimated average annual ground water temperature.

The table below shows usage factors utilized:

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
SFT-FV	Standard Flow Flush Valve Toilet	2.13
ULFT-FV	Ultra Low Flow Flush Valve Toilet	1.77
HET-FV	Ultra High Efficiency Flow Flush Valve Toilet	1.33
UHET-FV	High Efficiency Flow Flush Valve Toilet	1.32
ULFT-TT	Ultra Low Flow Tank Toilet	1.53
SFU-UR	Standard Flow Design Flush Rate (1.5+ gpf), Wash Down Floor Discharge, Top Spud, Xtra Large Footprint, Sloan Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	1.16
ULFU-UR	Ultra Low Flow Urinal	0.99
UHEU-UR	Ultra High Efficiency Urinal, Wash Down Rear Discharge, Top Spud, Xtra Large Footprint, Zurn Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	0.29
LAV	Lavatory Faucet	2.24
HE-LAV	High Efficiency Lavatory Faucet, Flush Mount, Single Hole, Spray	0.48
GP	General Purpose/Kitchenette Faucet	2.38

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
HE-GP	High Efficiency General Purpose Faucet, Flush Mount, 8" Centerset, Aerator	0.54

The table below shows the Population demographics and Usage factors by Site:

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Annabel C. Perry PreK-8	Teachers / Staff	39	15%	33	6	8	200
	Students	387	50%	193	194	7	180
Apollo MS	Teachers / Staff	115	25%	86	29	8	200
	Students	1145	55%	515	630	7	180
Attucks MS	Teachers / Staff	64	25%	48	16	8	200
	Students	637	52%	308	329	7	180
Bair MS	Teachers / Staff	71	25%	53	18	8	200
	Students	705	56%	309	396	7	180
Coral Glades HS	Teachers / Staff	286	35%	186	100	8	200
	Students	2860	50%	1425	1435	7	180
Croissant Park ES	Teachers / Staff	68	15%	58	10	8	200
	Students	673	53%	315	358	7	180
Crystal Lake MS	Teachers / Staff	94	25%	71	24	8	200
	Students	931	53%	435	496	7	180
Cypress Bay HS	Teachers / Staff	459	35%	298	161	8	200
	Students	4585	51%	2265	2320	7	180
Dave Thomas West Center	Teachers / Staff	55	15%	47	8	8	200
	Students	542	55%	244	298	7	180
Falcon Cove MS	Teachers / Staff	210	25%	158	53	8	200
	Students	2098	53%	980	1118	7	180
Lakeside ES	Teachers / Staff	50	15%	43	8	8	200
	Students	499	55%	224	275	7	180
Lauderhill 6-12	Teachers / Staff	72	25%	54	18	8	200
	Students	711	52%	343	368	7	180
Miramar HS	Teachers / Staff	197	35%	128	69	8	200
	Students	1965	53%	926	1039	7	180

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Nova MS	Teachers / Staff	131	25%	98	33	8	200
	Students	1304	48%	677	627	7	180
Piper HS	Teachers / Staff	227	35%	148	79	8	200
	Students	2266	51%	1103	1163	7	180
Pompano Beach HS	Teachers / Staff	133	35%	86	47	8	200
	Students	1326	50%	665	661	7	180
Riverland ES	Teachers / Staff	50	15%	43	8	8	200
	Students	497	52%	237	260	7	180
Seagull School	Teachers / Staff	14	25%	11	4	8	200
	Students	137	47%	72	65	7	180
Virginia S. Young Montessori	Teachers / Staff	69	15%	59	10	8	200
	Students	687	49%	351	336	7	180
Wingate Oaks Ctr	Teachers / Staff	9	15%	8	1	8	200
	Students	87	70%	26	61	7	180

Maximum Usage Factor	Description	Value
Women - Toilet uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - Toilet/Urinal uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - % of time toilets used	25%, per AWWARF publications	0.25
Men - % of time urinals used	75%, per AWWARF publications	0.75
Lavatory Use - Non Residential minutes used per flush	6 seconds per flush average, per AWWARF publications	0.1
Kitchen Faucet Use - Non Residential minutes used per day	2 minutes per day, per AWWARF publications	2

AWWARF – American Waters Works Association Research Foundation. 2000 Commercial and Institutional End Uses of Water. Denver, CO.

Complete water savings calculations can also be found in FIM-2 Appendix

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Equipment nameplate and manufacturer information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-FIM manufacturer data and control parameters were input into the calculation to estimate post-FIM consumption.

The water and energy savings for this FIM are estimated by the following formulae:

Water Scope Savings Calculation

Water Savings

Water Reduction $= \sum_{type}$ [(Usage Rate$_{baseline}$ - Usage Rate$_{post}$) x AAUF$_{type}$ x Quantity$_{type}$] / 1000
where:

Water Reduction =	water savings realized in kilogallons (kGal). These savings will result in water and sewer dollars saved.
Usage Rate$_{baseline}$ =	baseline fixture use rate in gpm or gpf
Usage Rate$_{post}$ =	post installation fixture use rate in gpm or gpf
AAUF =	average annual use per fixture; faucets in minutes per year toilets or urinals in flushes per year
Quantity =	quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

Energy Reduction = Water Reduction 1000 gal/kGal x (Temp$_{hot}$ - Temp$_{cold}$) x Specific Heat$_{H2O}$ x Density$_{H2O}$ x Source Conversion / Efficiency
where:

Energy Reduction =	fuel savings (units vary)
Water Reduction=	water savings in kGal
Temp$_{hot}$ =	average hot water usage temperature
Temp$_{cold}$ =	average cold-water temperature
Specific Heat =	1 Btu / (lbm) (°F) for water
Density$_{H2O}$	8.34 lbm/gal
Source Conversion	Electric: 1 kWh/3412 Btu NG: 1 Therm/100000Btu
Efficiency =	Water heating efficiency expressed as a fraction
Electric Efficiency =	98%

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits			
	Electric Consumption	Electric Demand	Natural Gas	Water
FIM-2	57,405 kWh	0 kW	0 Therms	6,692 kgal.

Refer to FIM-2 Appendix for the detailed expected savings calculations for FIM-2.

Description of Measurement and Verification Methodologies by FIMs:

FIM-3: Compactors

Option A: Measurement and Verification Plan for Compactors (Waste Management)

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in waste management costs by the utilization of trash compactors; therefore, the measurement boundary is the trash compactor system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Waste Disposal Cost ($)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste disposal costs have been analyzed using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. The post-retrofit waste disposal cost of the impacted sites will be provided by customer from monthly billing data (invoice copies). The savings will be calculated according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Pick up frequency (number of pickups per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste pick up frequency has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste pick up frequency per site was set and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste pick up frequency of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly frequency) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Picked up Tonnage (tons) per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste picked up tonnage has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste picked up tonnage per site was set as *Standard Monthly Solid Waste (Tons)* and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste picked up tonnage of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.

Key Parameter	Measurement Frequency	Measurement Description
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Student Count	Refer to the table below	The pre-retrofit and post-retrofit Student Count per impacted site have been analyzed with customer collaboration using defined values with local customer interview as source of data during the Phase 5 Development audit phase. Details provided on the table below. Significant deviation in total student count during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Student count per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.
Operational Factors (various)	Refer to the table below	Several Operational factors have been analyzed with customer collaboration using historical data from impacted sites, other sites using trash compactors, and calculated values with local customer interview or direct input data provided as source of data during the Phase 5 Development audit phase. Details provided on the table below. These Operational factors will not be measured. Significant deviation in these operational factors during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Operational factors per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of two (2) sites (maximum) of this FIM's Scope of Work annually in affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Collect actual monthly trash disposal invoices data (provided by customer) per ECM-site, including total monthly disposal cost $ (including breakdown line items), actual disposed waste tonnage billed per site under ECM, and waste pick up frequency.
- Quarterly review and feedback to BCPS on actual Operational ECM observations (compared to corresponding ECM Site Baseline levels in tonnage and frequency observed post-retrofit) (4x/yr)
- Compute Total Annual Trash Disposal Cost Savings per equations and methodology described under **Equations for verified compactors savings during Performance Period** shown below.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Estimated Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Operational and historical information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-retrofit FIM parameters were input into the calculation to estimate post-FIM expected costs.

The table below shows the existing Waste disposal operations, demographics and usage factors by Site:

Existing Waste Disposal Data

School Name	Existing Dumpster Weekly Frequency	Student Count	Average Meals Served per Day	Existing SOMAT Machine	Summer School (Yes/No)
Attucks MS	1-2yd/5 days/week 1-8yd/5 days/week	637	640	Yes	Yes
Bair MS	1-2yd/5 days/week 1-6yd/5 days/week	705	693	Yes	Yes
Croissant Park ES	1-2yd/5 days/week 1-8yd/5 days/week	673	728	Yes	Yes
Falcon Cove MS	1-2yd/5 days/week 1-8yd/5 days/week 1-8yd/3 days/week	2098	1087	Yes	No
Lakeside ES	1-2yd/5 days/week 1-6yd/5 days/week	499	409	Yes	Yes
Lauderhill 6-12	1-2yd/5 days/week 1-8yd/5 days/week	430	637	Yes	Yes

School Name	Full Month Dumpster Cost (August to May)[1]	Solid Waste June Cost Factor (% of Full Month)[2]	Solid Waste July Cost Factor (%of Full Month)[2]	Average Monthly Service Usage (%)	Pre-retrofit Annual Existing Waste Disposal Cost (Base Year)	Pre-retrofit Annual Existing Waste Disposal Cost (Year 1)[3]
Attucks MS	$1,680	49.6%	16.0%	80.5%	$16,222	$16,628
Bair MS	$4,311	100.0%	15.1%	84.6%	$43,765	$44,859
Croissant Park ES	$1,616	65.9%	36.0%	83.5%	$16,190	$16,595
Falcon Cove MS	$7,565	0.0%	0.0%	75.0%	$68,085	$69,787
Lakeside ES	$3,914	115.1%	46.0%	88.4%	$41,532	$42,570
Lauderhill 6-12	$3,808	60.1%	18.3%	81.5%	$37,260	$38,192
					$223,054	**$228,630**

[1]Full Month Dumpster Cost provided by Broward School District Environmental Conservation/Utility Management group. Full month is defined as 20 school days.
[2]Summer solid waste cost factor provided by Broward School District Environmental Conservation/Utility Management group
[3]Year 1 values above carry 2.5% escalation from Base Year Cost

The waste disposal savings for this FIM are estimated by the following formulae:

$$Existing\ Annual\ Dumpster\ Cost\ (\$) = (Full\ Month\ Dumpster\ Cost\ (\$) * Average\ Monthly\ Service\ Usage\ (\%) * 12\ Months)$$

$$Full\ Month\ Dumpster\ Cost\ (\$) = Provided\ by\ Broward\ County\ Schools\ per\ School$$

$$Average\ Monthly\ Service\ Usage\ (\%) = (\sum Monthly\ Usage\ (per\ Tables\ below))/12$$

Month	Monthly Usage (%)	Month Description Notes
Jan	75%	New Year Break
Feb	100%	
Mar	75%	Spring Break
Apr	100%	
May	100%	
Jun	June Usage	By School (See Table Above)
Jul	July Usage	By School (See Table Above)
Aug	100%	
Sep	100%	
Oct	100%	
Nov	75%	Thanksgiving Break
Dec	75%	December Break

Proposed (post-retrofit) Waste Disposal Operational Data

School Name	Students per Ton per Full Month*	Proposed Compactor Monthly Pickups	Proposed Full Month Solid Waste (Tons)	Total Monthly Haul Costs ($)	Full Month Solid Waste Ton Costs ($)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Base Year)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Year 1)
Attucks MS	106.4	1	5.99	$200	$408	$5,869	$6,016
Bair MS	106.4	1	6.63	$431	$580	$10,259	$10,515
Croissant Park ES	106.4	1	6.35	$200	$433	$6,337	$6,495
Falcon Cove MS	106.4	2	19.72	$1,163	$2,329	$31,432	$32,218
Lakeside ES	106.4	1	4.71	$457	$674	$11,996	$12,296
Lauderhil l 6-12	106.4	1	4.06	$741	$274	$9,929	$10,177
TOTAL						**$75,823**	**$77,718**

$$\text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$
$$= \Big(\text{Proposed Compactor Monthly Pickups}$$
$$* \text{Compactor per Haul Charge Cost} \left(\frac{\$}{\text{Haul}}\right)$$
$$+ \Big(\text{Proposed Full Month Solid Waste (Tons/Month)}$$
$$* \text{Compactor per Ton Cost} \left(\frac{\$}{\text{Ton}}\right) * \text{Average Monthly Service Usage (\%)} \Big) \Big)$$
$$* 12 \text{ Months}$$

$$\frac{\text{Students per Ton}}{\text{Full Month}} = \left(\frac{\text{Students per Ton}}{\text{School Day}}\right) * \left(\frac{20 \text{ School Days}}{\text{Full Month}}\right)$$

$$\text{Proposed Full Month Solid Waste (Tons/Month)} = \left(\frac{\text{Student Count}}{\frac{\text{Students per Ton}}{\text{Full Month}}}\right)$$

1) Average Monthly Service Usage (%) is the same value as existing.
2) Compactor Per Haul Charge and Compactor per Ton Cost are provided in Section 4 Compactor Hauling Charge (Base Rates)
3) Average of Students per Ton per School Day was developed from the Broward School district EnergyCap utility database provided by Broward School District Environmental Conservation/Utility Management group.
   a) This data can be found in FIM-3 Appendix

$$\text{Compactor Waste Disposal Savings (\$)}$$
$$= \text{Existing Annual Dumpster Cost (\$)}$$
$$- \text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$

Equations for Verified Compactors Savings during Performance Period

Annually, the total verified compactors savings will be reconciled during the Performance Period according to the following:

Upon receiving from customer and analyzing actual post-retrofit operational data, Johnson Controls will evaluate the following factors for each site to determine any applicable adjustments in the school operation where there is noted increased post-retrofit waste management operational data compared to the baseline levels.

$$Annual\ verified\ compactor\ savings\ (\$) = Annual\ Baseline\ Dumpster\ Cost\ (\$) - Annual\ adjusted\ Post-retrofit\ Compactor\ Cost\ (\$)$$

Where:

Annual Baseline Dumpster Cost ($) corresponds to annual baseline Annual Existing Waste Disposal Cost (escalated to corresponding performance period Year in accordance with Section IV rates escalation) per definitions on table above.

$$Annual\ adjusted\ post-retrofit\ Compactor\ Cost\ (\$) = \sum_{i=1}^{12} Actual\ Compactor\ waste\ disposal\ cost\ i\ \textit{- (Annual Excess Pickup Cost + Annual Excess Disposal Cost)}$$

Where:
Actual Compactor waste disposal cost i is the corresponding monthly cost invoiced to each site including compactor pickups costs and tonnage disposal costs during the month i.

Annual Excess Pickup cost is the cost difference between Annual Actual Pickup Costs and (Proposed Compactor Monthly Pickups x Compactor per Haul Charge Cost) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

Annual Excess Disposal cost is the cost difference between Annual Actual Disposal costs and (Proposed full month solid waste (tons) x Compactor per Ton Cost ($/ton) x Average Monthly Service Usage (%) x 12) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

$$Annual\ ECM\ Waste\ disposal\ Cost\ Savings\ (\$) = \sum_{s=1}^{6} Sites\ i\ \ Annual\ verified\ Compactor\ Savings\ (\$)$$

Adjustments in costs savings due to excess costs post-retrofit may reflect normalization adjustments, based on variation respect to agreed-upon applicable Proposed (post-retrofit) Waste Disposal Operational Data. Operational post-retrofit deviations observed in the course of each performance period will be noted in the corresponding annual M&V report. Any operational third-party (service provider on waste disposal) increases in rate increases beyond annual ceiling escalation in accordance with Rates described in Section V, are factors for potential savings adjustments. Details on annualized post-retrofit factors including but not limited to total annualized pickup cost variations, total annualized tonnage disposal cost variation as effect from local operational changes beyond the proposed and agreed conditions in table above (such as increases in total annual pickup frequencies, increases in total annual site tonnage generation) will convey the corresponding annual savings adjustments in its annual reconciliation not incurring in a performance shortfall as effect of it.

If post-retrofit monthly data (including waste disposal invoices, costs, tonnage disposed, actual pickup frequency) required to convey the reconciliation, calculation and any operational adjustments associated with any ECM-site under scope is not provided or not available, in the ordinary course of system operation which shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations, Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data

provided by Broward County Public Schools to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

During unforeseen events or times periods where post-retrofit monthly data is not captured by Broward County Public Schools internal systems and procedures, and data become unavailable on any site impacted by this ECM, Johnson Controls will utilize proposed estimated post-retrofit data points agreed in advance, in order to reconcile those times periods where actual post-retrofit data were not captured and consequently unavailable for benefits reconciliation, without incurring in any performance shortfall as effect of it. Estimated proposed post-benefits in such time periods will be deemed achieved for purposes of the Performance Guarantee reconciliation, accordingly.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits				
	Electric Consumption*	Electric Demand*	Natural Gas	Water*	Calculated Year 1 Waste Management Cost*
FIM-3	0 kWh	0 kW	0 Therms	0 kgal.	$150,912

(Y1 values above carry 2.5% escalation from Base Year rates)

Refer to FIM-3 Appendix for the detailed expected savings calculations for FIM-3.

*SOMAT machines on each ECM-site removed from operation as part of the ECM scope implementation (agreed-in-advance by customer) and its implications on expected O&M savings and water use reduction are described under non-measured benefits sections**.**

*Utilization of trash compactors operation and SOMAT machines operations utility units have been agreed in advance to be similar and cancelling each other due to addition/removal in these equipment categories under ECM scope. Net utility units' effects is deemed to be minimal and it's defined as negligent. Accordingly, it will not be measured nor calculated any impact on ECM Measured Benefits as noted in communications between Broward County Public Schools team and JCI Development team.

Non-Measured benefits associated with Total Annual O&M SOMAT Repair Cost Savings ($), Total Annual Compactor Maintenance Cost ($), Total Annual SOMAT Water use Cost Savings ($) are presented in the non-measured Benefits sections accordingly.

As part of the ECM implementation of trash compactors it is anticipated and previously discussed with customer collaboration and local customer interview as source of data during the Phase 5 Development audit phase, a maintenance cost allocation of $2,000 is expected to be covered by customer per site per year in order to address preventive and corrective maintenance for compactor equipment. These maintenance cost allocations will not be measured and are excluded from above-mentioned waste management cost benefits.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of three percent (3.0%) for electric and water utility. Baseline utility consumptions/demand for electricity, natural gas, and water/sewer are based on the period of August 2024 through July 2025. Baseline utility costs are based on current utility rate structures. Compactor Hauling Charge (Base) Rates defined below correspond to rates provided by Broward School District Environmental Conservation/Utility Management group. For purposes of the annual performance guarantee reconciliation the Compactor Hauling Charge (Base) Rates will be escalated a minimum of 2.5% annually (for both pre-retrofit (baseline) costs and verified waste disposal post-retrofit costs reconciliation). Rate structures and analyses are included in the Utilities Appendix. Year 1 rates level corresponds to escalation of one (1) period from Base rates to account for utility escalation anticipated during the 16-month construction period.

Facility Name	Electric				
	kWh	$kWh	kW	$kW	Electric
Annabel C Perry PreK-8	1,347,120	$89,459	4,045	$55,040	$144,499
Apollo MS	2,447,040	$145,738	6,434	$110,309	$256,047
Attucks MS	3,074,160	$183,087	6,685	$114,612	$297,700
Bair MS	1,652,400	$109,732	4,837	$65,817	$175,549
Coral Glades HS	4,360,080	$259,673	11,050	$189,449	$449,121
Croissant Park ES	1,520,280	$100,958	4,435	$60,347	$161,305
Crystal Lake MS	2,496,330	$150,572	6,835	$114,324	$264,896
Cypress Bay HS	6,566,800	$396,092	16,292	$274,687	$670,778
Dave Thomas West Center	1,041,600	$62,910	3,735	$54,423	$117,333
Falcon Cove MS	3,740,880	$225,640	11,373	$191,458	$417,098
Lakeside ES	1,454,400	$86,620	4,972	$85,243	$171,863
Lauderhill 6-12	1,767,240	$105,251	5,558	$95,294	$200,545
Miramar HS	4,666,880	$277,945	11,952	$204,913	$482,858
Nova MS	5,051,548	$335,461	11,248	$153,047	$488,508
Piper HS	4,097,040	$247,122	10,626	$178,007	$425,129
Pompano Beach HS	3,152,000	$187,723	9,056	$155,262	$342,986
Riverland ES	1,222,440	$81,179	3,772	$51,326	$132,505
Seagull School	985,957	$65,475	3,244	$44,492	$109,967
Virginia S Young Montessori	1,097,760	$72,900	3,884	$52,850	$125,749
Wingate Oaks Ctr	1,233,240	$81,896	3,908	$53,176	$135,073
Totals	52,975,195	$3,265,433	143,941	$2,304,075	$5,569,508

Facility Name	Water/Sewer	
	kGal	Water Cost ($)
Annabel C Perry PreK-8	3,420	$44,905
Apollo MS	2,749	$53,806
Attucks MS	5,699	$111,540
Bair MS	2,479	$26,647
Coral Glades HS	5,038	$49,624
Croissant Park ES	2,862	$65,511
Crystal Lake MS	1,665	$18,182
Cypress Bay HS	2,919	$39,231
Dave Thomas West Center	2,848	$55,162
Falcon Cove MS	1,041	$13,991
Lakeside ES	1,037	$20,045
Lauderhill 6-12	2,574	$29,755
Miramar HS	5,704	$74,894
Nova MS	4,484	$73,888
Piper HS	6,308	$67,811
Pompano Beach HS	4,081	$31,832
Riverland ES	1,186	$27,148
Seagull School	418	$9,568
Virginia S Young Montessori	1,094	$25,042
Wingate Oaks Ctr	2,737	$29,888
Totals	60,342	$868,470

Electric (Base) Rates

Facility Name	$/kWh	$/kW	Source
Annabel C. Perry PreK-8	$0.0664	$13.61	SDTR-1A
Apollo MS	$0.0596	$17.14	SDTR-2A
Attucks MS	$0.0596	$17.14	SDTR-2A
Bair MS	$0.0664	$13.61	SDTR-1A
Coral Glades HS	$0.0596	$17.14	SDTR-2A
Croissant Park ES	$0.0664	$13.61	SDTR-1A
Crystal Lake MS	$0.0603	$16.73	GSLD-1/SDTR-1A
Cypress Bay HS	$0.0603	$16.86	SDTR-2A/GSD-1
Dave Thomas West Center	$0.0604	$14.57	GSDT-1
Falcon Cove MS	$0.0603	$16.83	GSLD-1/GSD-1
Lakeside ES	$0.0596	$17.14	SDTR-2A
Lauderhill 6-12	$0.0596	$17.14	SDTR-2A
Miramar HS	$0.0596	$17.14	SDTR-2A
Nova MS	$0.0664	$13.61	SDTR-1A
Piper HS	$0.0603	$16.75	SDTR-2A/SDTR-1A
Pompano Beach HS	$0.0596	$17.14	SDTR-2A
Riverland ES	$0.0664	$13.61	SDTR-1A
Seagull School	$0.0664	$13.72	SDTR-1A/GSD-1
Virginia S. Young Montessori	$0.0664	$13.61	SDTR-1A
Wingate Oaks Ctr	$0.0664	$13.61	SDTR-1A

**NOTE: Electric rates used per Florida Power & Light rates as of February 1, 2025.

Water/Sewer (Base) Rates

Facility Name	Water $/kGal	Sewer $/kGal	Total $/kGal	Source
Annabel C. Perry PreK-8	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Apollo MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Attucks MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Bair MS	$5.67	$5.08	$10.75	City of Sunrise - Outside of City
Coral Glades HS	$4.79	$5.06	$9.85	City of Coral Springs; Top Tier
Croissant Park ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Crystal Lake MS	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19
Cypress Bay HS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Dave Thomas West Center	$8.61	$10.76	$19.37	City of Margate; Rates "Outside Margate" as the school is located south of Coconut Creek Pkwy
Falcon Cove MS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Lakeside ES	$10.71	$8.62	$19.33	City of Pembroke Pines; Commercial Water Rate
Lauderhill 6-12	$6.64	$4.92	$11.56	City of Lauderhill; Commercial 150,001-300,000 gallons Tier
Miramar HS	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Nova MS	$7.97	$8.51	$16.48	City of Davie; "Non-Residential, Commercial, & Institutional Classes" Rates
Piper HS	$5.67	$5.08	$10.75	City of Sunrise; Commercial Rates "In City"
Pompano Beach HS	$3.56	$4.24	$7.80	City of Pompano; Commercial Rates; Water rate is "Commodity Charge per 1,000 gallons" rather than $5.65 "Incremental Use Charge"
Riverland ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Seagull School	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Virginia S. Young Montessori	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Wingate Oaks Ctr	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19

Compactor Hauling Charge (Base) Rates

School Name	Compactor Per Haul Charge ($/Pickup)	Compactor Per Ton Cost ($/ton)	Franchise Fee (%)	Compactor Hauler	City/County
Attucks MS	$153.50	$52.46	30%	Panzarella	Hollywood
Bair MS	$430.85	$87.50	0%	Republic	Sunrise
Croissant Park ES	$153.50	$52.46	30%	Panzarella	Ft. Lauderdale
Falcon Cove MS	$430.85	$87.50	35%	Republic	Weston
Lakeside ES	$457.05	$143.07	0%	Waste Pro	Pembroke Pines
Lauderhill 6-12	$741.20	$67.43	0%	Waste Management	Lauderhill

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area and Post-Retrofit Facility/Area schedules (Burn Hours) are incorporated and documented in the LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1 Appendix.

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period based on percent completions, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. advise Customer's designated personnel of any performance deficiencies based on such information;

    B. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    C. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

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Article 3. CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation.
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing a laydown space at one or two of Districts Maintenance sites for a total of seven (7) Conex Storage Boxes, for use as plumbing material storage during construction of FIM 2 Water Conservation.
5. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site;
    f. electrical panel locations for any fixtures where permitting is required; and
    g. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Article 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Article 1;
9. Properly maintaining, and performing appropriate preventative maintenance on all equipment and building systems affecting the Assured Performance Guarantee. Maintenance should be done in accordance with manufacturers' standards and specifications. Ongoing services should be done in order to address preventive and corrective maintenance for compactor equipment.
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefore;
11. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
13. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
14. Promptly notifying JCI of any change in use or condition described in Section III of Article 2 or any other matter that may impact the Assured Performance Guarantee; and
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
16. $50,000.00 of Customer controlled contigency is included in this contract price.

Article 4. PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Article 4.

1. *Work*. The price to be paid by Customer for the Work shall be **$14,760,460**. Payments, (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI based on Florida Prompt Statue 218.735 based on the below draw schedule. If work progresses at a quicker pace than projected, the draw schedule may be amended if mutually agreed. The schedule below is a representative of the current installation plan for this project.

Schedule		Total Draw
Construction Period	Down Payment	$3,690,115
	Month #1	$442,814
	Month #2	$1,180,837
	Month #3	$1,180,837
	Month #4	$1,476,046
	Month #5	$1,476,046
	Month #6	$1,476,046
	Month #7	$738,023
	Month #8	$590,418
	Month #9	$442,814
	Month #10	$442,814
	Month #11	$442,814
	Month #12	$442,814
	Month #13	$295,209
	Month #14	$295,209
	Month #15	$147,604

2. *M&V Services*. The total price for the fourth amendment of JCI's M&V Services, as detailed in Article 2, is $1,203,464.00 for the entire term. This amount will be paid to JCI in annual installments as indicated in the table below. These payments will be due and payable per Florida Prompt Payment Statute 218.735 when Customer receives JCI's invoice and in advance of the services JCI is to provide and shall be made throughout the Guarantee Term.

Performance Year	M&V Costs
Year 1	$64,706
Year 2	$66,647
Year 3	$68,647
Year 4	$70,706
Year 5	$72,827
Year 6	$75,012
Year 7	$77,263
Year 8	$79,580
Year 9	$81,968
Year 10	$84,427
Year 11	$86,960
Year 12	$89,568
Year 13	$92,255
Year 14	$95,023
Year 15	$97,874

NOTICE TO PROCEED

JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027]

ATTN: Matthew Singleton

Re: Notice to Proceed for School Board of Broward County

Dear Mr. Singleton:

This Notice to Proceed is being issued by The School Board of Broward County, Florida ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

The School Board of Broward County, Florida

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer The School Board of Broward County, Florida			

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order.....	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027

The School Board of Broward County, Florida ("Customer")
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

PROJECT: Broward County Public Schools - PC; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached
☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Attachment 4

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027

The School Board of Broward County, Florida ("Customer")
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

PROJECT: Broward County Public Schools - PC; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

EXHIBIT B

Form of Equipment Schedule No. 5 to
Master Equipment Lease/Purchase Agreement

EQUIPMENT SCHEDULE NO. 5– ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of May 29, 2020, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and The School Board of Broward County, Florida, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. *Equipment*.

a. Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below in Exhibit B hereto.

b. Equipment Description (Scope of Work): For purposes of the Lease created hereby, the Equipment is comprised of the equipment set forth in the Scope of Work in Article 1 to the Fourth Amendment to Agreement dated [_____], 20[__] between the Lessee and Johnson Controls, Inc. ("JCI"), amending that certain Master Services Contract dated May 19, 2020, as previously amended by the First Amendment to Agreement dated as of December 14, 2021, the Second Amendment to Agreement dated as of June 15, 2023 and amended by the Third Amendment to Agreement dated as of July 25, 2024, each between Lessee and JCI.

3. *Payment Schedule*.

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule as Exhibit A hereto and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of Exhibit E attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "Commencement Date").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule plus all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) plus all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (t) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount*. The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $[14,760,460]. It is expected that by twenty-four (24) months from the date of this Equipment Schedule No. 5, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before twenty-four (24) months from the date of this Equipment Schedule.

7. *Acquisition Period*. The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the twenty-fourth month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation*.

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "Inoperable Component") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment

under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance*. Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage) set forth in the insurance certificate accepted by Lessor in connection with the execution and delivery of this Schedule.

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in

respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 10, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 10 have been delivered to Lessor.

11. *Lease Term*. The Lease Term shall consist of the Original Term and _____ (__) consecutive Renewal Terms, with the final Renewal Term ending on June 30, 20[__] (with a final Rental Payment due on [_____] 1, 20[__]) subject to earlier termination pursuant to the Agreement.

12. *No Return of Exempt Equipment*. The parties hereto acknowledge that a portion of the Equipment under this Lease shall be located at facilities which have been leased pursuant to one or more master lease purchase agreements (the "Leased Facilities"). Equipment which constitutes "fixtures" and which is located at the Leased Facilities, which are set forth in Exhibit B hereto, shall constitute "Exempt Equipment" hereunder. Notwithstanding anything to the contrary contained in the Master Equipment Lease, including, without limitation, Section 12.02 thereof, upon an Event of Default or an event of non-appropriation under Section 3.03 of the Master Equipment Lease, Lessee shall be under no obligation to transfer possession of and/or title to any Exempt Equipment, to the Lessor, and the Lessor shall have no right under this Lease to involuntarily dispossess the Lessee of the use and enjoyment of or title to any of the Exempt Equipment. Upon termination of this Lease prior to the payment of all Rental Payments scheduled therefor or without the payment of the then applicable Prepayment Price, or upon an Event of Default, all unpaid Rental Payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under this Lease to the end of the then current Original Term or Renewal Term shall be due and payable, but only from Lessee's current or other funds authorized by law and appropriated for such purpose as provided in the Master Equipment Lease. Lessor's sole remedy with respect to the Exempt Equipment shall be to seek a judgment against the Lessee for the unpaid balance of the Rental Payments and other amounts due under this Lease, which judgment shall be enforceable solely against Lessee's legally available funds, as provided in Section 12.02(b) of the Master Equipment Lease.

[*Remainder of page intentionally left blank; signature page to follow*]

Dated as of the first date written above.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:_____
Name: _____
Title: _____

LESSEE:
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301
Attention: Treasurer
Fax No.:(754) 321-1981

By: _____
Name: Sarah Leonardi
Title: Chair

(SEAL)

ATTEST:

By:_____
Name: Dr. Howard Hepburn
Title: Superintendent

EXHIBIT A

PAYMENT SCHEDULE
(Equipment Schedule No. 5)

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	TERMINATION VALUE*

Total:

* Includes prepayment premium equal to 2% of the outstanding balance.

Contract Rate; Taxable Rate. The Contract Rate for the Equipment Schedule is [__]% per annum. The Taxable Rate for this Equipment Schedule is [__]% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is [_____ 1], 20[__].

LESSOR:	LESSEE:
BANC OF AMERICA PUBLIC CAPITAL CORP	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
By:_____	By: _____
Name: _____	Name: Sarah Leonardi
Title: _____	Title: Chair

EXHIBIT B

LOCATION OF EQUIPMENT

NAME OF SCHOOL	ADDRESS

EXHIBIT C

Form of Escrow Agreement

ESCROW AGREEMENT

This ESCROW AGREEMENT (this *"Agreement"*), dated as of [_____], 2026, by and among BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation (together with its successors and assigns, hereinafter referred to as *"Lessor"*), THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as *"Lessee"*) and ARGENT INSTITUTIONAL TRUST COMPANY, a Florida trust company (hereinafter referred to as *"Escrow Agent"*).

Reference is made to that certain Equipment Schedule No. 5 – Energy Services Equipment, dated [_____], 2026 to Master Equipment Lease/Purchase Agreement dated as of May 29, 2020, between Lessor and Lessee, (hereinafter referred to as the *"Lease"*), covering the acquisition and lease of certain Equipment described therein (the *"Equipment"*). It is a requirement of the Lease that the Acquisition Amount in the amount of $[14,760,460.00] be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "The School Board of Broward County, Florida, Master Lease (Schedule No. 5) Escrow Account" (the *"Escrow Account"*) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing

investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Section 218.415, Florida Statutes.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, *"Losses"*) incurred or sustained by

the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the *"Effective Date"*), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with

the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an *"Authorized Representative"*) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

It is understood and agreed that for no purpose shall notice to Argent Institutional Trust Company in its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.

If to Lessor:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: The School Board of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Ft. Lauderdale, FL 33301
Attn: Ivan Perrone, Treasurer

If to Escrow Agent: Argent Institutional Trust Company
Attn: Alice Wolan
5901 Peachtree Dunwoody Road
Suite C495
Atlanta, GA 30328
Telephone: (312) 405-5393
E-Mail: awolan@argentfinancial.com

7. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in the State of Florida and venue in any state or federal court located in Broward County, Florida.

9. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

11. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By: _____
Name: _____
Title: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as Lessee

By: _____
Sarah Leonardi, Chair

ARGENT INSTITUTIONAL TRUST COMPANY
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 5 – Energy Services Equipment, dated [_____], 2026 to Master Equipment Lease/Purchase Agreement dated as of May 29, 2020, by and between Banc of America Public Capital Corp, as Lessor, and The School Board of Broward County, Florida, as Lessee (the *"Lease"*) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of [_____], 2026 (the *"Escrow Agreement"*) by and among Banc of America Public Capital Corp (*"Lessor"*), The School Board of Broward County, Florida (*"Lessee"*) and Argent Institutional Trust Company, as escrow agent (the *"Escrow Agent"*), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the *"Payee Information"*) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[*Remainder of page intentionally left blank*]

Dated: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as Lessee

By:_____
Sarah Leonardi, Chair

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, the duly appointed Chief Financial Officer of the School District of Broward County, Florida, a political subdivision of the State of Florida, which The School Board of Broward County, Florida(*"Lessee"*), a public body corporate and politic, is the governing body certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver Equipment Schedule No. 5 – Energy Services Equipment dated [_____], 2026 (the *"Schedule"*) to that certain Master Equipment Lease/Purchase Agreement, dated as of May 29, 2020 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each by and between Lessee and Banc of America Public Capital Corp (*"Lessor"*), the Escrow Agreement dated as of [_____], 2026, by and among Lessor, Lessee and Argent Institutional Trust Company, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: [_____], 2026

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

TO BE PROVIDED

EXHIBIT D

Term Sheet

BANK OF AMERICA





Schedule to the Master Tax-Exempt Lease/Purchase Financing Proposal For: Broward County School District

January 20, 2026

Ben Taube
Senior Vice President
Energy Services

Bank of America
3455 Peachtree Rd NE
GA7-024-12-03
Atlanta, GA 30326
Email: ben.taube@bofa.com
Tel: (404) 607.5561
Fax: (415) 796.1601

January 20, 2026

VIA ELECTRONIC MAIL

Mr. Ivan Perrone, Treasurer
Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301

Re: Schedule to the Master Tax-Exempt, Equipment Lease/Purchase Agreement Proposal for the Broward County School District

Dear Mr. Perrone:

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above equipment schedule to the master lease/purchase finance agreement for the Broward County School District (the "District" or "Lessee"). Banc of America Public Capital Corp ("BAPCC" or "Lessor") looks forward to the opportunity to provide our industry leading, tax-exempt equipment finance services for this important project. We appreciate the opportunity to bid on this master lease. We appreciate the long-standing relationship with you and the District.

BAPCC and Bank of America, National Association ("BANA"), offer unique financing features and qualifications that can be leveraged on behalf of the District to complete these equipment lease/purchase transaction schedules at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC/BANA are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our teams are highly experienced in documenting and closing tax-exempt lease purchase and private placement transactions;

2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets; and as such we have experience in working with many energy services companies;

3. PRIVATE PLACEMENT BENEFITS: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees; and

4. RATE LOCK: To eliminate the interest rate risk for the District during the approval, documentation and closing of the transactions, we have included a Ninety (90) day rate lock in this proposal (please review the attached proposal for terms of the rate lock).

This cover letter and term sheet include only a brief description of the principal terms of the proposed transactions. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BANA. Lessor and/or BANA will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transactions after completing its review and analysis.

Please feel free to contact me at 404.607.5561 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter **within eight (8) business days** and return it to **Banc of America Public Capital Corp, 3455 Peachtree Rd NE, GA7-024-12-03, Atlanta, GA 30326 Attention: Ben Taube**, **or by fax to the same attention at fax number: 415.796.1601.**

We look forward to the opportunity to work with you again and with the District on this important transaction.

Very truly yours,

BANC OF AMERICA PUBLIC CAPITAL CORP



Ben Taube
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America Corporation and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

AGREED AND ACCEPTED:

BROWARD COUNTY SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

Tax ID: ON FILE

cc: Internal BANA
Geoff Culm, Tina Wilson

"Bank of America" is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.© 2026 Bank of America Corporation. All rights reserved.

BANK OF AMERICA

SUMMARY OF TERMS AND CONDITIONS
SCHEDULE TO THE MASTER TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT

Lessee/District: Broward County School District, FL

Lessor: Banc of America Public Capital Corp, or its affiliate or designee

Contact:
Ben Taube
Senior Vice President
3455 Peachtree Rd NE, GA7-024-12-03
Atlanta, GA 30326
(404) 607.5561 office
(415) 796.1601 fax
ben.taube@bofa.com

Address for documents:
Attn: Contracts Administration
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031

Lessor Background: The Lessor is a subsidiary of Bank of America Corporation, which is one of the nation's largest financial holding companies. In addition, Lessor and BANA have extensive experience in funding tax-exempt equipment lease transactions for local government and higher education entities for energy and water efficiency equipment and projects.

FEID Number: To be provided in encrypted email upon request.

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual

BANK OF AMERICA

Schedule to the Master Tax-Exempt Lease/Purchase Transaction and Proposal Offer for: Broward County School District, FL

Purpose: The purpose of this transaction is to provide financing to the Lessee for the acquisition of certain energy efficiency improvements and other equipment (collectively, the "*Equipment*") procured by the Lessee.

Structure: This transaction will be structured as a schedule to the master tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Florida. The Lease/Purchase will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee. Subject to annual appropriation, repayment of the Lease/Purchase will be made from the Lessee's General Fund plus any other legally available funds of the Lessee.

Security: Per Florida statutes, the Lessor will not retain a first priority security interest in the Equipment. In the event of nonappropriation or default, the Lessee will be required to return the Equipment to Lessor. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Approximate Proceeds:

Project Cost (approx.):	$14,760,460
Lessee's Additional Legal Expense:	TBD
Lessor's Legal Expense Allocated to Costs of Issuance*:	$-0-
TOTAL SCHEDULE PROCEEDS (**approx.**):	$14,760,460

* Assuming Lessor's Counsel is not providing any opinions on behalf of the Lessee and that Lessor's documents are used without considerable edit.

Funding: Proceeds from the Schedule to the Lease/Purchase will be deposited into an escrow fund ("Escrow Fund") which will be acceptable to Lessor. Lessee will be required to direct investments in the Escrow Fund and any interest earned will be for the benefit of Lessee. Disbursements will be made from the Escrow Fund to pay for project costs upon delivery by Lessee of a disbursement request and related

documents and approval by Lessor. The Escrow Fund is subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code.

Anticipated Escrow Agent: TBD

Lease Payments and Term: Approximately Fifteen (15) years. Please see the attached draft amortization schedule for additional details. Feel free to request additional repayment scenarios from Lessor.

Closing Date: Purely for purposes of this proposal, funding was calculated to be March 1, 2026.

Interest Rate:

15 years semiannual payments: 4.264%

The calculation for the Tax-Exempt Interest Rate above is:

x Year SOFR Swap Rate X 79% + Applicable Spread Below:*

Lease Term Years	Swap Index Term	Swap Index Rate*	x 79%	+ Spread	Tax-Exempt Interest Rate
15	9 Years	3.85%	3.04%	1.221%	4.264%

**SOFR Rates as of January 16, 2026 on Refinitiv page USDSROIS=*

Index Succession: In the event the SOFR swap index ceases (a) to be determined and made available through the applicable Refinitiv screen page (or comparable source selected by Lessor), (b) to be a representative index for approximating movements in Lessor's costs of funding fixed-rate transactions, or (c) to be the generally accepted swap index in the marketplace, Lessor may in its discretion use another replacement swap index applicable to U.S. Dollar collateralized funding that is generally accepted in the commercial credit marketplace as a comparable substitute for the index.

Rate Lock Procedure: If this proposal is accepted within eight (8) days, Lessor will hold the rate above for closing for 90 days from the date of this proposal. If closing of the transaction occurs after such rate lock expiration, the Indicative Fixed Interest Rate for the transaction are subject to repricing *at the discretion of Lessor per the above grid.*

IF LESSEE ASKS LESSOR TO LOCK THE RESPECTIVE INTEREST RATE ABOVE FOR FUNDING, LESSEE AGREES NOT TO SEEK FUNDING FOR THE PROJECT

WITH ANOTHER LESSOR FOR A PERIOD OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT LESSEE HAS ASKED LESSOR TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER THE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTEXT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES, THE RESPECTIVE RATE IS SUBJECT TO MODIFCATION BY LESSOR TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL TRANSACTION SCHEDULE.

Please contact Lessor if you have any questions regarding the fixed interest rate determination and lock and process.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for providing a legal/validity and tax opinion(s) for the transaction. Lessor will not allocate a legal fee for its own legal expense to the costs of issuance of the transaction.

IV. Repayment, Prepayment and Other Terms

Prepayment: With 30 days advance notice, Lessee will have the option to prepay the individual schedule of the MTELP for the proposed transaction in whole but not part on any principal and interest payment date by paying the applicable Termination Value which shall be calculated as 102% of the outstanding principal balance of the transaction.

Documents: The documents for the proposed transaction will be provided by Lessor. All transaction documents, including individual lease schedule documents are subject to review and approval by Lessor.

Payment and Performance Bonds: For each energy project and/or other equipment that will be built out or delivered over time, Lessor will require to be named as dual obligee on the payment and performance bond(s) provided by Vendor(s). All payment and performance bonds and dual-obligees rider are subject to review and approval by Lessor.

Anticipated Lender's Counsel: Emily Magee of Butler & Snow, LLP.

Opinion of Counsel: Counsel to Lessee shall deliver a legal/validity and tax opinion(s) to Lessor (to the extent that a tax opinion is required, see "Closing Costs" above), such opinions must be in a form and substance that is satisfactory to Lessor.

Tax Exempt Lease/Purchase: The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee:

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Florida;

2. is authorized under the laws of the State of Florida to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and

3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements.

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax exempt transactions.

In the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rental payments because of the use or acts or omissions of Lessee, Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease/Purchase. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing(s). The proposed transaction(s) and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee.

Assignment: Without prior consent of the Lessee, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase schedules and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase schedules to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease/Purchase schedules, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able

to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease/Purchase or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933. At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase schedules; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

"Non-Bank Qualified": This proposal assumes the transactions will be deemed "Non-Bank Qualified" for federal tax purposes.

Proposal Expiration Date: This proposal must be accepted within eight (8) business days to be valid.

Market Disruption: NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lender is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lender to identify the Lessee in accordance with the Patriot Act.

Municipal Advisor Disclosure: The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction

agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

The contents of this document and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the *"Rules"*) of the Securities and Exchange Commission (240 CFR 15Ba1-1 *et seq.*).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this response, we have relied upon your compliance with this guidance.

In submitting this response, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this response and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this response and the transactions described herein.

Additional Disclosure:

Bank of America Corporation is one of the world's leading financial institutions with operations presently in more than 35 countries. The international presence of Bank of America Corporation and its affiliates (including Bank of America, N.A. and BofA Securities, Inc., collectively, the "Bank") supports our clients in the United States and abroad. As part of this international business, the Bank is party to contracts with the PRC government or other agencies and entities under significant control of the PRC. Many of these contracts presently exist, have existed for the past five years, or will continue to exist into the future (and as such, there is no applicable contractual termination date upon which time the Bank anticipates that it will cease to be party to every applicable contract). The aggregate value of these contracts to the Bank is immaterial to the Bank.

Questions: Please contact Lessor with any questions you may have regarding this proposal or to request additional payment scenarios.

Appendix 1: Draft Amortization Schedule

15 Years Semiannual Payments

Lease Proceeds	**$14,760,460.00**
Interest Rate	**4.264%**
Closing/Funding Date (est.)	**3/1/26**
Average Life	**9.419**

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
0		3/1/2026	$14,760,460.00				$ 14,760,460.00	
1	1	7/1/2027		$ 1,548,547.00	$ 839,181.35	$ 709,365.65	$ 14,051,094.35	$ 14,332,116.24
2	2	1/1/2028		$ 567,452.50	$ 299,569.33	$ 267,883.17	$ 13,783,211.18	$ 14,058,875.40
3	2	7/1/2028		$ 567,452.50	$ 293,858.06	$ 273,594.44	$ 13,509,616.74	$ 13,779,809.07
4	3	1/1/2029		$ 584,147.00	$ 288,025.03	$ 296,121.97	$ 13,213,494.77	$ 13,477,764.67
5	3	7/1/2029		$ 584,147.00	$ 281,711.71	$ 302,435.29	$ 12,911,059.48	$ 13,169,280.67
6	4	1/1/2030		$ 601,335.00	$ 275,263.79	$ 326,071.21	$ 12,584,988.27	$ 12,836,688.04
7	4	7/1/2030		$ 601,335.00	$ 268,311.95	$ 333,023.05	$ 12,251,965.22	$ 12,497,004.52
8	5	1/1/2031		$ 619,029.50	$ 261,211.90	$ 357,817.60	$ 11,894,147.62	$ 12,132,030.57
9	5	7/1/2031		$ 619,029.50	$ 253,583.23	$ 365,446.27	$ 11,528,701.35	$ 11,759,275.38
10	6	1/1/2032		$ 637,247.00	$ 245,791.91	$ 391,455.09	$ 11,137,246.26	$ 11,359,991.19
11	6	7/1/2032		$ 637,247.00	$ 237,446.09	$ 399,800.91	$ 10,737,445.35	$ 10,952,194.26
12	7	1/1/2033		$ 656,001.00	$ 228,922.33	$ 427,078.67	$ 10,310,366.68	$ 10,516,574.01
13	7	7/1/2033		$ 656,001.00	$ 219,817.02	$ 436,183.98	$ 9,874,182.70	$ 10,071,666.35
14	8	1/1/2034		$ 675,310.00	$ 210,517.58	$ 464,792.42	$ 9,409,390.28	$ 9,597,578.09
15	8	7/1/2034		$ 675,310.00	$ 200,608.20	$ 474,701.80	$ 8,934,688.48	$ 9,113,382.25
16	9	1/1/2035		$ 695,187.00	$ 190,487.56	$ 504,699.44	$ 8,429,989.04	$ 8,598,588.82
17	9	7/1/2035		$ 695,187.00	$ 179,727.37	$ 515,459.63	$ 7,914,529.41	$ 8,072,820.00
18	10	1/1/2036		$ 715,652.00	$ 168,737.77	$ 546,914.23	$ 7,367,615.18	$ 7,514,967.48
19	10	7/1/2036		$ 715,652.00	$ 157,077.56	$ 558,574.44	$ 6,809,040.74	$ 6,945,221.55
20	11	1/1/2037		$ 736,721.00	$ 145,168.75	$ 591,552.25	$ 6,217,488.49	$ 6,341,838.26
21	11	7/1/2037		$ 736,721.00	$ 132,556.85	$ 604,164.15	$ 5,613,324.34	$ 5,725,590.83
22	12	1/1/2038		$ 758,412.50	$ 119,676.07	$ 638,736.43	$ 4,974,587.91	$ 5,074,079.67
23	12	7/1/2038		$ 758,412.50	$ 106,058.21	$ 652,354.29	$ 4,322,233.62	$ 4,408,678.29
24	13	1/1/2039		$ 780,744.00	$ 92,150.02	$ 688,593.98	$ 3,633,639.64	$ 3,706,312.43
25	13	7/1/2039		$ 780,744.00	$ 77,469.20	$ 703,274.80	$ 2,930,364.84	$ 2,988,972.14
26	14	1/1/2040		$ 803,735.00	$ 62,475.38	$ 741,259.62	$ 2,189,105.22	$ 2,232,887.32
27	14	7/1/2040		$ 803,735.00	$ 46,671.72	$ 757,063.28	$ 1,432,041.94	$ 1,460,682.78
28	15	1/1/2041		$ 738,999.83	$ 30,531.13	$ 708,468.70	$ 723,573.24	$ 738,044.71
29	15	7/1/2041		$ 738,999.83	$ 15,426.58	$ 723,573.25	$ (0.00)	$ (0.00)
			$14,760,460.00	**$ 20,688,493.65**	**$ 5,928,033.65**	**$ 14,760,460.00**		

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Board Member - District 6

Agenda Item Number:	RR-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution #26-131 in Support of Hands-Free Wireless Communication Device ADDED

REQUESTED ACTION:

Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving. (Cervera)

RATIONALE:

For the Requested Actions, Background/History, Alignments to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, Rationale, please see the Executive Summary

EXHIBITS:

- Executive Summary
- Resolution

FINANCIAL IMPACT:

There is no financial impact to SBBC for this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff & Communications
Phone: 754-321-2616

EXECUTIVE SUMMARY

Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving

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Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: N/A

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board will adopt resolution #26-131to support hands-free wireless communication device use while driving.
- If the School Board votes "No": The School Board will not adopt resolution #26-131 to support hands-free wireless communication device use while driving.

Background/History
Distracted driving continues to be a leading cause of motor vehicle crashes in the United States, resulting in thousands of injuries and fatalities each year. Data from the National Highway Traffic Safety Administration indicates that the use of handheld wireless devices while driving significantly increases crash risk and is more dangerous than driving under the influence of alcohol. For Broward County Public Schools, distracted driving presents a heightened safety concern for students who travel daily as pedestrians, cyclists, bus riders, and vehicle passengers, particularly in and around school zones and school-related activities. While Florida has enacted laws addressing texting while driving and restricting handheld device use in certain areas, existing measures have proven insufficient. Proposed legislation for the 2026 Florida Legislative Session seeks to prohibit handheld wireless device use while driving statewide, aligning with evidence from other states that hands-free driving laws reduce crashes, injuries, and fatalities and enhance overall roadway and student safety.

Alignment to 2027 Goals and Guardrails: Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status: N/A

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ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A				
First Amendment/Renewal – additional spending authority	N/A				
Second Amendment/Renewal – additional spending authority	N/A				
Total Agreement Amount	N/A	—	—		

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
browardschools.com

The School Board of
Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

RESOLUTION

RESOLUTION IN SUPPORT OF
HANDS-FREE WIRELESS COMMUNICATION DEVICE USE WHILE DRIVING

NO: *26-131*

WHEREAS, distracted driving remains a leading cause of motor vehicle crashes in the United States, contributing to thousands of injuries and fatalities each year; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reports that handheld device interaction while driving increases the risk of crashing by twenty-three (23) times; and

WHEREAS, NHTSA further reports that handheld device interaction while driving is six (6) times more dangerous than driving under the influence of alcohol; and

WHEREAS, a study by Cambridge Mobile Telematics reported a significant increase in screen interaction time while driving of seventeen-point-eight percent (17.8%) from 2020 to 2023; and

WHEREAS, the use of handheld wireless communication devices while driving significantly impairs a driver's ability to safely operate a vehicle by diverting attention from the roadway and increasing reaction time; and

WHEREAS, Broward County Public Schools serves tens of thousands of students who travel daily as pedestrians, cyclists, bus riders, and vehicle passengers to and from school campuses, extracurricular activities, athletic events, and school-sponsored programs; and

WHEREAS, distracted driving poses a heightened risk to student safety in and around school zones, bus loading and unloading areas, crosswalks, sidewalks, and school parking facilities; and

WHEREAS, school bus operators, parents, guardians, staff, and student drivers rely on attentive and responsible driving behavior to ensure safe transportation within the school system; and

WHEREAS, although Florida's existing laws addressing texting while driving and prohibiting handheld device use in school and work zones were important steps forward, current data demonstrates these measures are insufficient to fully address the dangers of handheld device use on all roadways; and

WHEREAS, Senate Bill 1152 and House Bill 1241 have been filed by Senator Erin Grall and Representative Omar Blanco, respectively, for the 2026 Florida Legislative Session to prohibit a person from operating a motor vehicle while using a wireless communication device in a handheld manner, thereby closing existing gaps in state law; and

WHEREAS, hands-free driving laws enacted in numerous states have resulted in measurable reductions in traffic crashes, injuries, and fatalities related to distracted driving; and

WHEREAS, The School Board of Broward County, Florida has a responsibility to advocate for laws and policies that promote safe travel conditions for students, employees, families, and the broader school community.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

1. The School Board of Broward County, Florida hereby expresses its strong support for legislation which would prohibit drivers from operating a motor vehicle while holding or manually using a wireless communication or handheld electronic device.

2. The School Board of Broward County, Florida urges the Florida State Legislature to pass such legislation to enhance roadway safety, reduce distracted driving, and protect lives, particularly those of school-aged children.

3. Copies of this resolution be forwarded to the Governor of Florida, the Florida State Legislature, and relevant advocacy groups to demonstrate our commitment to reducing distracted driving and improving the safety of our roadways.

Given at Fort Lauderdale, Florida, this 10th day of February 2026
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE:_____
Sarah Leonardi, Chair

ATTEST:_____
Dr. Howard Hepburn, Superintendent of Schools